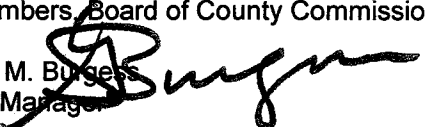


MEMORANDUM



Date: October 2, 2007

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager 

Agenda Item No. 8(R)3H

Subject: Contract award recommendation for proposed upgrades to the South District Wastewater Treatment Plant and its appurtenant facilities. - Project No: E06-WASD-14; Contract No: E06-WASD-14

Recommendation

This recommendation for award for Contract No. E06-WASD-14 between CH2M Hill, Inc. and Miami-Dade County has been prepared by the Miami-Dade Water and Sewer Department (MDWASD) and is recommended for approval. The Consultant is to provide professional engineering and construction management services to upgrade the infrastructure and operations of the South District Wastewater Treatment Plant (SDWWTP) and its appurtenant facilities.

Scope

PROJECT NAME: Proposed Upgrades to the MDWASD's SDWWTP and its appurtenant facilities.

PROJECT NO: E06-WASD-14

CONTRACT NO: E06-WASD-14

PROJECT DESCRIPTION: The Consultant, CH2M Hill, Inc. is to provide professional engineering and construction management services to upgrade the infrastructure and operations of SDWWTP and its appurtenant facilities.

The scope of services includes but is not limited to renewal and replacement of projects for the SDWWTP's existing facilities including an evaluation of existing equipment condition, capacity and useful life expectancy as well as preparation of prioritized rehabilitation or replacement schedule and related design services. Engineering services will also be performed on an as-needed basis during the design phase including preliminary site investigations, survey, geotechnical, hydraulic modeling and analysis, coordination with other utilities, preparation of design reports, drawing and contract specifications for structural, electrical and mechanical projects.

In addition, the Consultant will provide construction management services including site inspections and attendance at meetings, review of shop drawings, review claims and potential change orders, review contract schedules, schedule of values, and as-built drawings. Project coordination services are anticipated to include establishing a plan to implement projects and track project schedules, budgets and deadlines.

PROJECT LOCATION: South District Wastewater Treatment Plant - 8950 SW 232 Street, Goulds, FL 33170

PRIMARY COMMISSION DISTRICT: District 8 Katy Sorenson

APPROVAL PATH: Board of County Commissioners

OCI A&E PROJECT NUMBER: E06-WASD-14

USING DEPARTMENT: Miami-Dade Water and Sewer Department

MANAGING DEPARTMENT: Miami-Dade Water and Sewer Department

Fiscal Impact / Funding Source

FUNDING SOURCE: **SOURCE**
Wastewater Renewal Fund, Wastewater Connection Charges, WASD Revenue Bonds Sold, and Future WASD Revenue Bonds

PTP FUNDING: No

GOB FUNDING: No

CAPITAL BUDGET PROJECTS:	<u>BUDGET PROJECT / DESCRIPTION</u>	<u>AWARD ESTIMATE</u>
	9653401-SOUTH DISTRICT UPGRADES - WASTEWATER TREATMENT PLANT Book Page: 309 Funding Year: Adopted Budget Book for FY 2006-2007, Prior Years Funding	\$5,000,000.00
	9653261-WASTEWATER TREATMENT PLANTS REPLACEMENT AND RENOVATION Book Page: 315 Funding Year: Adopted Budget Book for FY 2006-2007, Prior Years Funding	<u>\$3,800,000.00</u>

Project Totals: \$8,800,000.00

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:	<u>TYPE CODE DESCRIPTION</u>
	Prime 6.03 WATER AND SANITARY SEWER SYSTEMS - WATER AND SANITARY SEWAGE TREATMENT PLANTS
	Prime 11.00 GENERAL STRUCTURAL ENGINEERING
	Prime 12.00 GENERAL MECHANICAL ENGINEERING
	Prime 13.00 GENERAL ELECTRICAL ENGINEERING
	Prime 16.00 GENERAL CIVIL ENGINEERING
	Prime 17.00 ENGINEERING CONSTRUCTION MANAGEMENT
	Other 6.01 WATER AND SANITARY SEWER SYSTEMS - WATER DISTRIBUTION AND SANITARY SEWAGE COLLECTION AND TRANSMISSION SYSTEMS
	Other 6.02 WATER AND SANITARY SEWER SYSTEMS - MAJOR WATER AND SANITARY SEWAGE PUMPING FACILITIES

Other 9.02 SOILS, FOUNDATIONS AND MATERIALS
TESTING - GEOTECHNICAL AND MATERIALS
ENGINEERING SERVICES

Other 10.09 ENVIRONMENTAL ENGINEERING - WELLFIELD,
GROUNDWATER, AND SURFACE WATER
PROTECTION AND MANAGEMENT

Other 15.01 SURVEYING AND MAPPING - LAND SURVEYING

NTPC'S DOWNLOADED: 135

PROPOSALS RECEIVED: 7

CONTRACT PERIOD: 2190 Calendar Days; Six (6) years. Design
services for various projects including
permitting 3 years; construction bid 1 year
and construction management 2 years.

CONTINGENCY PERIOD: 219

**IG FEE INCLUDED IN BASE
CONTRACT:** Yes

ART IN PUBLIC PLACES: No

BASE ESTIMATE: \$8,000,000.00

**BASE CONTRACT
AMOUNT:** \$8,000,000.00

CONTINGENCY ALLOWANCE (SECTION 2- 8.1 MIAMI DADE COUNTY CODE):	TYPE	PERCENT	AMOUNT	COMMENT
	PSA	10%	\$800,000.00	

**TOTAL DEDICATED
ALLOWANCE:** \$0.00

TOTAL AMOUNT: \$8,800,000.00

Track Record / Monitor

EXPLANATION

At the First-Tier meeting on April 9, 2007 the Competitive Selection Committee ranked CH2M Hill, Inc. as the highest ranking firm of the seven (7) proposals received. The Committee waived the 2nd Tier meeting. The Negotiation Committee was approved on May 30, 2007. On June 7, 2007 the Negotiation Committee met and concluded its negotiations on June 26, 2007 with CH2M Hill, Inc. This is the recommendation to award the contract to CH2M Hill, Inc.

Based on the Office of Capital Improvements CIIS database, the County has completed one (1) evaluation for CH2M Hill, Inc. with an overall performance of 3 points out of a total of 4 points.

SUBMITTAL DATE: 3/16/2007

**ESTIMATED NOTICE TO
PROCEED:** 10/30/2007

PRIME CONSULTANT: CH2M Hill, Inc.

COMPANY PRINCIPAL: Jeff Nash, P.E.

COMPANY QUALIFIERS: Jeff Nash, P.E.

COMPANY EMAIL ADDRESS: rhungate@ch2m.com

COMPANY STREET ADDRESS: 800 Fairway Drive, Suite 350

COMPANY CITY-STATE-ZIP: Deerfield Beach, FL 33441-1831

YEARS IN BUSINESS: 50

PREVIOUS CONTRACTS WITH COUNTY IN THE LAST FIVE YEARS: Seven contracts with a total dollar value of \$13,818,182. CH2M Hill, Inc. has held 16 contracts since 1992 with various Miami-Dade County Departments for a total dollar value of \$56,618,460.

SUBCONSULTANTS: Milian, Swain & Associates, Inc., Cardoza Engineering, Inc., Vital Engineering, Inc., and Nadic Engineering Services, Inc.

MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS: No

REVIEW COMMITTEE: **MEETING DATE:** 12/6/2006 **SIGNOFF DATE:** 12/13/2006

RESPONSIBLE WAGES: No

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:	MEASURE GOAL	COMMENT
CBE	35.00% CBE	
CWF	0.00% Not Applicable	

MANDATORY CLEARING HOUSE: No

CONTRACT MANAGER NAME/PHONE/EMAIL:	John W. Chorlog, Jr.	(786) 552-8102	jwcho01@miamidade.gov
PROJECT MANAGER NAME/PHONE/EMAIL:	Patty David	786-552-8040	pattyd@miamidade.gov

Background

BACKGROUND: MDWASD requires the services from CH2M Hill, Inc. in order to obtain comprehensive engineering services to evaluate, rehabilitate, and upgrade the infrastructure and operations at the SDWWTP and its appurtenant facilities, and to provide construction management services.

CH2M Hill, Inc. services are needed to provide a complete evaluation for improving the treatment processes, operations, and efficiencies, including safety, energy conservation, security, biosolids management, corrosion control and assessment management. Additionally, to provide a complete evaluation of regulatory requirements.

BUDGET APPROVAL
FUNDS AVAILABLE:

FOL
327


OSBM DIRECTOR

8-29-07
DATE



APPROVED AS TO
LEGAL SUFFICIENCY:


COUNTY ATTORNEY

8-7-07
DATE

CAPITAL
IMPROVEMENTS
CONCURRENCE:

for


OCI DIRECTOR

8/30/07
DATE


ASSISTANT/COUNTY
MANAGER

8.30.07
DATE

CLERK DATE

DATE

5

Contract to Award Recommendation
Design of Upgrades to the South District Wastewater Treatment Plant
and it's Appurtenant Facilities
CH2M HILL, INC.
Project No. E06-WASD-14

**BUDGET PROJECT AND
DESCRIPTION:**

9653401 – South District Upgrades – Wastewater
Treatment Plant
9653261 – Wastewater Treatment Plants Replacement
and Renovation

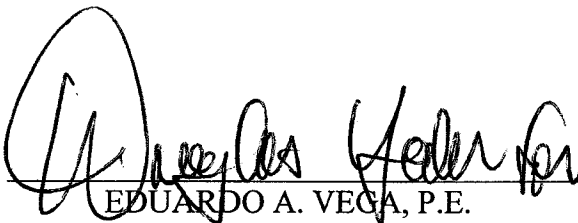
FUNDING SOURCE:

Wastewater Renewal & Replacement Fund, Wastewater
Connection Charges, WASD Revenue Bonds Sold, and
Future WASD Revenue Bonds.

INDEX CODES:

EW621 and 2011S

**ASSISTANT DIRECTOR,
ENGINEERING:**

 8/7/07

EDUARDO A. VEGA, P.E. DATE

DEPT. BUDGET OFFICER

 8/3/2007


PEDRO VELAR DATE

**ASSISTANT DIRECTOR,
FINANCE**

 8/7/07

DIANE CAMACHO DATE

**DEPUTY DIRECTOR,
OPERATIONS**

 8/7/07

JOSEPH A. RUIZ, JR. DATE



Dept. of Business Development Project Worksheet

Project/Contract Title: DESIGN OF UPGRADES TO MIAMI-DADE WATER AND SEWER DEPARTMENT'S WASTEWATER TREATMENT PLANTS (SIC 871)
Project/Contract No: E06-WASD-14
Department: WATER & SEWER DEPARTMENT
Estimated Cost of Project/Bid: \$8,000,000.00
Description of Project/Bid: TO ESTABLISH A CONTRACT TO EMPLOY AN ENGINEERING FIRM TO PROVIDE ENGINEERING DESIGN, CONSTRUCTION MANAGEMENT AND PROJECT COORDINATION SERVICES. THE DESIGN SERVICES MAY INCLUDE, BUT NOT BE LIMITED TO, PERFORMING PRELIMINARY SITE INVESTIGATIONS, SURVEY, GEOTECHNICAL WORK, HYDRAULIC MODELING AND ANALYSIS, COORDINATION WITH OTHER UTILITIES, PREPARATION OF DESIGN REPORTS, DRAWINGS AND CONTRACT SPECIFICATIONS FOR STRUCTURAL, MECHANICAL, AND ELECTRICAL PROJECTS.

RC Date: 12/06/2006
Item No: 1-01
Funding Source: WATER RENEWAL & WASD REVENUE B
Resubmittal Date(s):

Contract Measures Recommendation

Measure	Program	Goal Percent
Goal	CBE	35.00%

Reasons for Recommendation

This project meets all the criteria set forth in A.O. 3-32, Section V

The Professional Services Agreement will be for a six (6) year period. Funding Sources: Water Renewal & Replacement Funds and Future WASD Revenue Bonds

SIC 871 - Architectural and Engineering Services

Analysis for Recommendation of a Goal

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
W & S SEWER SYS-WATER DIST & SANITARY SEWAGE COLL	CBE	\$240,000.00	3.00%	47
W & S SEWER SYS-W & S SEWAGE TREATMENT PLANT	CBE	\$800,000.00	10.00%	13
GENERAL ELECTRICAL ENGINEERING	CBE	\$400,000.00	5.00%	25
SURVEYING AND MAPPING-LAND SURVEYING	CBE	\$160,000.00	2.00%	11
GENERAL CIVIL ENGINEERING	CBE	\$400,000.00	5.00%	55
ENGINEERING CONSTRUCTION MANAGEMENT	CBE	\$640,000.00	8.00%	73
GEOTECHNICAL & MATERIALS ENGINEERING SERVICES	CBE	\$160,000.00	2.00%	7
Total		\$2,800,000.00	35.00%	

Living Wages: YES ☐ NO ☒

Responsible Wages: YES ☐ NO ☒

Ordinance 90-143 is applicable to all construction projects over \$100,000 that do not utilize Federal Funds

REVIEW COMMITTEE RECOMMENDATION

Tier 1 Set Aside _____

Set Aside _____ Level 1 _____ Level 2 _____ Level 3 _____

Trade Set Aside (MCC) _____ Goal 35% Bid Preference _____

No Measure _____ Deferred _____ Selection Factor _____

Chairperson, Review Committee

Date

County Manager

Date

STRATEGIC AREA: Neighborhood and Unincorporated Area Municipal Services
DEPARTMENT: Water and Sewer

***** FUNDED PROJECTS *****
(dollars in thousands)

WASTEWATER TREATMENT PLANTS REPLACEMENT AND RENOVATION

PROJECT # 9653261

DESCRIPTION: Renovate and replace wastewater treatment plant facilities and structures within plant sites

LOCATION: Systemwide
Systemwide

DISTRICT LOCATED: Systemwide
DISTRICT(S) SERVED: Systemwide

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Wastewater Renewal Fund	17,646	5,670	12,801	17,699	17,939	19,421	20,196	19,652	131,024

TOTAL REVENUE:	17,646	5,670	12,801	17,699	17,939	19,421	20,196	19,652	131,024
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EXPENDITURE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Planning and Design	1,289	597	1,392	1,611	1,642	1,767	1,838	1,789	11,925
Construction	12,877	5,958	13,904	16,088	16,397	17,654	18,358	17,863	119,099

TOTAL EXPENDITURES:	14,166	6,555	15,296	17,699	18,039	19,421	20,196	19,652	131,024
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Water Projects

AQUIFER STORAGE RECOVERY - WELLFIELDS

PROJECT # 962370

DESCRIPTION: Improve the West and Southwest wellfields with ultra-violet disinfection of aquifer storage recovery raw water; and construct a west wellfield additional aquifer storage recovery

LOCATION: Systemwide
Systemwide

DISTRICT LOCATED: Systemwide
DISTRICT(S) SERVED: Systemwide

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Water Connection Charges	493	0	0	255	0	0	0	0	748
WASD Revenue Bonds Sold	7,343	0	0	0	0	0	0	0	7,343
Future WASD Revenue Bonds	0	0	0	7,500	0	0	0	8,500	16,000

TOTAL REVENUE:	7,836	0	0	7,755	0	0	0	8,500	24,091
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EXPENDITURE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Planning and Design	175	190	188	456	410	0	0	774	2,193
Construction	1,750	1,898	1,883	4,551	4,090	0	0	7,726	21,898

TOTAL EXPENDITURES:	1,925	2,088	2,071	5,007	4,500	0	0	8,500	24,091
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STRATEGIC AREA: Neighborhood and Unincorporated Area Municipal Services
DEPARTMENT: Water and Sewer

***** FUNDED PROJECTS *****
(dollars in thousands)

SOUTH DISTRICT WASTEWATER TRANSMISSION MAINS AND PUMP STATIONS IMPROVEMENTS

PROJECT # 9651061

DESCRIPTION: Construct piping improvements to pump station number 105-P1 and a force main in SW 112 Ave

LOCATION: Wastewater System - South District Area
Systemwide

DISTRICT LOCATED: Systemwide
DISTRICT(s) SERVED: Systemwide

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Wastewater Connection Charges	1,236	0	0	0	0	0	0	783	2,019
Future WASD Revenue Bonds	0	0	0	4,764	0	0	3,017	0	7,781

TOTAL REVENUE:	1,236	0	0	4,764	0	0	3,017	783	9,800
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EXPENDITURE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Planning and Design	0	9	82	91	182	182	28	317	891
Construction	0	91	818	909	1,818	1,818	285	3,170	8,909

TOTAL EXPENDITURES:	0	100	900	1,000	2,000	2,000	313	3,487	9,800
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SOUTH DISTRICT UPGRADES - WASTEWATER TREATMENT PLANT

PROJECT # 9653401

DESCRIPTION: Construct plant process improvements including injection and monitoring wells; install emergency generators; acquire a land buffer; construct a pipeline; and install co-Gen units

LOCATION: 8950 SW 232 St
Unincorporated Miami-Dade County

DISTRICT LOCATED: 8
DISTRICT(s) SERVED: Systemwide

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Wastewater Connection Charges	1,942	0	0	0	159	0	0	0	2,101
WASD Revenue Bonds Sold	11,522	0	0	0	0	0	0	0	11,522
Future WASD Revenue Bonds	0	0	0	0	0	0	1,849	14,718	16,567

TOTAL REVENUE:	13,464	0	0	0	159	0	1,849	14,718	30,190
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EXPENDITURE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Planning and Design	415	309	491	9	9	5	76	1,433	2,747
Construction	4,142	3,097	4,910	91	92	53	755	14,303	27,443

TOTAL EXPENDITURES:	4,557	3,406	5,401	100	101	58	831	15,736	30,190
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Memorandum



Date: May 10, 2007

To: Roger Hernstadt, Interim Director
Office of Capital Improvements

From: Penelope Townsley, Interim Director
Small Business Affairs, Department of Procurement Management

Subject: CBE Compliance Review
Project No. E06-WASD-14
Design of Upgrades to Miami-Dade Water and Sewer Department's (South District)
Waste Water Treatment Plant

The Small Business Affairs, Department of Procurement Management (SBA/DPM), formerly DBD, has completed its review of the above-referenced project for compliance with the Community Business Enterprise (CBE-A/E) Program for Architectural and Engineering Services. The contract measure established for this project is a 35% CBE sub-consultant goal.

The Construction Contracts Section of the Miami-Dade Office of Capital Improvements has submitted proposals from CH2M Hill, Inc. (#2), Earth Tech Consulting, Inc. (#3), Carollo Engineers, A Professional Corporation (#4), MWH Americas, Inc. (#6), and Brown & Caldwell Corporation (#7) for compliance review.

CH2M Hill, Inc. (#2) submitted the required Schedule of Participation that listed CBE sub-consultants Milian, Swain & Associates, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, W & S Sewer Systems-Major Water & Sewer Pumping Facility, W & S Sewer Systems-W & S Sewage Treatment Plants, General Civil Engineering, and Engineering Construction Management at 15%, Cardozo Engineering, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, W & S Sewer Systems-Major Water & Sewer Pumping Facility, General Civil Engineering, and Engineering Construction Management at 12%, Vital Engineering, Inc. to perform General Mechanical Engineering and General Electrical Engineering at 6%, and Nadic Engineering Services, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, W & S Sewer Systems-Major Water & Sewer Pumping Facility, and Geotechnical and Materials Engineering Services at 2%. The Letters of Intent submitted were in agreement with the Schedule of Participation. CH2M Hill, Inc. is in compliance with the CBE Participation Provisions.

Earth Tech Consulting, Inc. (#3) submitted the required Schedule of Participation that listed CBE sub-consultants Cardozo Engineering, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, W & S Sewer Systems-Major Water & Sewer Pumping Facility, W & S Sewer Systems-W & S Sewage Treatment Plants, General Civil Engineering, and Engineering Construction Management at 14%, CES Consultants, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, W & S Sewer Systems-Major Water & Sewer Pumping Facility, W & S Sewer Systems-W & S Sewage Treatment Plants, General Civil Engineering, and Engineering Construction Management at 10%, Robayna and Associates, Inc. to perform Surveying and Mapping-Land Surveying and General Civil Engineering at 3%, and Geosol, Inc. to perform Geotechnical and Materials Engineering Services also at 3%. The Schedule of Participation also listed Straight Line Engineering, Inc., a Non-CBE (at the time of proposal submittal), to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection and General Civil Engineering at 5%. Earth Tech

Compliance Memorandum
Roger Hernstadt
May 10, 2007
Project No. E06-WASD-14
Page 2

Consulting, Inc. is not in compliance with the CBE Participation Provisions, as a result of the 5% deficit towards meeting the required 35% CBE goal. The CBE Participation Provisions, Section E.2.a.iii., states: "Respondents who submit a defective Schedule of Participation may be voidable. Examples of defects include, but are not limited to incomplete Schedules, the listing of an unidentifiable CBE-A/E, and percentage miscalculations that are not mere clerical errors apparent on the face of the Schedule." Additionally, Section E.2. of the same Provisions also states: "The purpose of a subconsultant goal is to have portions of the work under the prime consultant performed by available subconsultants that are certified CBE-A/Es for agreement values totaling not less than the percentage of the prime agreement value set out in the proposal." An Investigatory Hearing was held on Monday April 23, 2007 by Small Business Affairs (SBA), Department of Procurement Management to address the firm's non-compliance. Earth Tech Consulting, Inc. is not in compliance with the CBE Participation Provisions.

Carollo Engineers, A Professional Corporation (#4) submitted the required Schedule of Participation that listed CBE sub-consultants Milian, Swain & Associates, Inc. to perform W & S Sewer Systems-W & S Sewage Treatment Plants, General Civil Engineering, and Engineering Construction Management at 10%, CES Consultants, Inc. to perform W & S Sewer Systems-Major Water & Sewer Pumping Facility, W & S Sewer Systems-W & S Sewage Treatment Plants, General Structural Engineering, General Civil Engineering, and Engineering Construction Management at 20%; Nadic Engineering Services, Inc. to perform Geotechnical and Materials Engineering Services and Engineering Construction Management at 3%, and Weidener Surveying & Mapping, P.A. to perform Surveying and Mapping-Land Surveying at 2%. The Letters of Intent submitted were in agreement with the Schedule of Participation. Carollo Engineers, A Professional Corporation is in compliance with the CBE Participation Provisions.

MWH Americas, Inc. (#6) submitted the required Schedule of Participation that listed CBE sub-consultants Nova Consulting, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, W & S Sewer Systems-Major Water & Sewer Pumping Facility, W & S Sewer Systems-W & S Sewage Treatment Plants, Environmental Engineering-Wellfield, Groundwater, Surfwater Protection & Management, General Civil Engineering, and Engineering Construction Management at 20%, BND Engineers, Inc. to perform General Civil Engineering and Engineering Construction Management at 8%, Cardozo Engineering, Inc. to perform W & S Sewer Systems- W & S Sewage Treatment Plants and General Civil Engineering at 5%, Millian, Swain & Associates, Inc. to perform W & S Sewer Systems- W & S Sewage Treatment Plants and Engineering Construction Management at 2%, and HR Engineering Services, Inc. to perform Geotechnical and Materials Engineering Services also at 2%. The Schedule of Participation also listed Financial Analysis and Planning to be performed by Millian Swain; but, these services cannot be utilized to meet the CBE-A/E goal. The Letters of Intent submitted were in agreement with the Schedule of Participation. MWH Americas, Inc. is in compliance with the CBE Participation Provisions.

Brown & Caldwell Corporation (#7) submitted the required Schedule of Participation that listed CBE sub-consultants A & P Consulting Transportation Engineers Corporation to perform Site, Civil, and

Compliance Memorandum
Roger Hernstadt
May 10, 2007
Project No. E06-WASD-14
Page 3

Electrical Engineering at 15%, Avino & Associates, Inc. to perform Surveying at 2.5%, CES Consultants, Inc. to perform Construction Services at 15%, HR Engineering Services, Inc. to perform Geotechnical Services at 1.5%, and Westhorp & Associates, Inc. to perform Environmental Services at 3%. However, the Letters of Intent submitted listed General Electrical Engineering and General Civil Engineering for A & P Consulting, Surveying and Mapping-Land Surveying for Avino and Associates, Engineering Construction Management for CES Consultants, Geotechnical and Materials Engineering Services for HR Engineering, and Water Distribution & Sanitary Sewage Collection & Transmission, General Civil Engineering, and Contamination Assessment and Monitoring for Westhorp and Associates. The information listed on the Schedule of Participation and the Letter of Intent should be certified technical categories and should be the same (on both forms). In a clarification letter to Small Business Affairs (SBA), Department of Procurement Management, Brown and Caldwell confirmed that A & P Consulting Engineers will perform General Electrical Engineering and Engineering Construction Management, CES Consultants will perform Engineering Construction Management, Avino & Associates will perform Surveying and Mapping-Land Surveying, HR Engineering will perform Geotechnical and Materials Engineering Services, and Westhorp & Associates will perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection. Brown & Caldwell Corporation is in compliance with the CBE Participation Provisions.

Please note that SBA / DPM staff only reviewed and addressed compliance with the CBE-A/E program. The Construction Contracts Section of the Miami-Dade Office of Capital Improvements is responsible for any other issues that may exist.

Should you have any questions or need any additional information, please do not hesitate to contact Vivian O. Walters, Jr. at (305) 375-3138.

cc: Miriam Singer, DPM
Luisa Millan-Donovan, OCI
Jeboria Stanley, SBA/DPM
File

BUDGET PROJECT 9653401

Project Title: 9653401-SOUTH DISTRICT UPGRADES - WASTEWATER TREATMENT PLANT

Project Desc: Construct plant process improvements, including injection and monitoring wells; install emergency generators; acquire land buffer; rehabilitate cold box

Project \$\$	<u>Start:</u>	<u>End:</u>	<u>Prior:</u>	<u>06-07:</u>	<u>07-08:</u>	<u>08-09:</u>	<u>09-10:</u>	<u>Total:</u>
(\$\$ in 000's)	10/1/2000	9/30/2012	4,557	3,406	5,401	100	101	30,190

Project Type: Capital

CDPWeb Project Milestones (\$ IN 000'S)

<u>Milestone:</u>	<u>Start:</u>	<u>End:</u>	<u>Prior:</u>	<u>06-07:</u>	<u>07-08:</u>	<u>08-09:</u>	<u>09-10:</u>	<u>Total:</u>
Planning/Design	N/A	N/A	415	309	491	9	9	2,747
Construction	N/A	N/A	4,142	3,097	4,910	91	92	27,443

CDPWeb Project Revenue (\$ IN 000'S)

<u>Revenue:</u>	<u>Start:</u>	<u>End:</u>	<u>Prior:</u>	<u>06-07:</u>	<u>07-08:</u>	<u>08-09:</u>	<u>09-10:</u>	<u>Total:</u>
Wastewater Connection	N/A	N/A	1,942	0	0	0	159	2,101

EXIT

Current Contracts for Project 9653401

<u>Dept</u>	<u>ContractNo</u>	<u>Contract Name</u>	<u>RTA Budget Allocation</u>	<u>Award Budget Allocation</u>	<u>CIIS Award</u>
WS	<u>E06-WASD-14</u>	Proposed Upgrades to the MDWAS	\$5,000,000.00	\$0.00	\$0.00
WS	<u>E06-WASD-14</u>	Proposed Upgrades to the MDWAS	\$0.00	\$5,000,000.00	\$0.00
WS	<u>S-736 A & B</u>	Division A - 24-Inch Diameter	\$0.00	\$456,600.00	\$1,724,677.00
WS	<u>S-736 A & B</u>	Division A - 24-Inch Diameter	\$456,600.00	\$0.00	\$1,724,677.00
WS	<u>S-788</u>	CHI-1 Floridan Aquifer Monitor	\$1,400,000.00	\$0.00	\$1,374,499.00
WS	<u>S-788</u>	CHI-1 Floridan Aquifer Monitor	\$0.00	\$1,553,183.87	\$1,374,499.00

Total Allocated: \$6,856,600.00 \$7,009,783.87

Current Sites for Project 9653401

<u>Site</u>	<u>Location</u>
68527	8950 SW 232 St

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BUDGET PROJECT 9653261

Project Title: 9653261-WASTEWATER TREATMENT PLANTS REPLACEMENT AND RENOVATION

Project Desc: Renovate and replace wastewater treatment plant facilities and structures within plant sites

Project \$\$	<u>Start:</u>	<u>End:</u>	<u>Prior:</u>	<u>06-07:</u>	<u>07-08:</u>	<u>08-09:</u>	<u>09-10:</u>	<u>Total:</u>
(\$\$ in 000's)	10/1/2001	9/30/2011	14,166	6,555	15,296	17,699	18,039	131,024

Project Type: Capital

CDPWeb Project Milestones (\$ IN 000'S)

<u>Milestone:</u>	<u>Start:</u>	<u>End:</u>	<u>Prior:</u>	<u>06-07:</u>	<u>07-08:</u>	<u>08-09:</u>	<u>09-10:</u>	<u>Total:</u>
Planning/Design	N/A	N/A	1,289	597	1,392	1,611	1,642	11,925
Construction	N/A	N/A	12,877	5,958	13,904	16,088	16,397	119,099

CDPWeb Project Revenue (\$ IN 000'S)

<u>Revenue:</u>	<u>Start:</u>	<u>End:</u>	<u>Prior:</u>	<u>06-07:</u>	<u>07-08:</u>	<u>08-09:</u>	<u>09-10:</u>	<u>Total:</u>
Wastewater Renewal Fu	N/A	N/A	17,646	5,670	12,801	17,699	17,939	131,024

EXIT

Current Contracts for Project 9653261

<u>Dept</u>	<u>ContractNo</u>	<u>Contract Name</u>	<u>RTA Budget Allocation</u>	<u>Award Budget Allocation</u>	<u>CIIS Award</u>
WS	E05-WASD-09	Mechanical, Electrical and Fir	\$832,500.00	\$0.00	\$0.00
WS	E06-WASD-13	Proposed Upgrades to MDWASD's	\$5,800,000.00	\$0.00	\$8,000,000.00
WS	E06-WASD-13	Proposed Upgrades to MDWASD's	\$0.00	\$5,800,000.00	\$8,000,000.00
WS	E06-WASD-14	Proposed Upgrades to the MDWAS	\$0.00	\$3,800,000.00	\$0.00
WS	E06-WASD-14	Proposed Upgrades to the MDWAS	\$3,800,000.00	\$0.00	\$0.00

Total Allocated: \$10,432,500.00 \$9,600,000.00

Current Sites for Project 9653261

<u>Site</u>	<u>Location</u>
68626	Wastewater Treatment Plants



MIAMI-DADE COUNTY, FLORIDA

Capital Improvements Information System Department of Environmental Resources Management

Project Evaluation

Evaluation Type: Standard Evaluation

Contract: E01-DERM-01-1 Work Order No: N/A
Contract Name: Environmental Engineering Consultants for Planning Associated with Wellfield Protection, Water Management and Stormwater Management Master Planning
Award Amount: \$1,500,000.00 Contact: Keith Ng
Contract Type: PSA 305-372-6482
Contractor Consultant: CH2M Hill, Inc. FEIN: 590918189

Evaluator ID: ngk

Date: 9/7/2006

Period: Project conclusion or closeout

Rating *						Criteria
	4	3	2	1	N/A	
1-		✓				Schedule - Quality of schedule & adherence to schedule resulting in timeliness and minimizing delay to the owner and community.
2-		✓				Cost effectiveness & efficiency - Budget compliance & value of work.
3-		✓				Vision - Design - Concepts or adherence to criteria.
4-		✓				Cooperation - Teamwork & relationship with owner, subs and suppliers.
5-		✓				Coordination - Ability to organize, schedule and complete tasks in adherence to the schedule.
6-		✓				Accuracy & Technical Skills - Cost estimating, scheduling, shop and other drawings, plans, manuals, project documentation and conflict resolution.
7-		✓				Completeness - Compliance with contract documents, permits, Code & standards.
8-		✓				Responsiveness - Timely, clear & concise responses to owner comments and correspondence.
9-		✓				Commitment - Intangibles & contribution to project success.
10-		✓				Personnel - Quality and dedication of project staff.
11-		✓				Management - Leadership ability.
12-		✓				Quality - Work performed correctly the first time.

Overall Performance Average: 3.0

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting:
at Phone#

Evaluation Reviewed by: Supervisor ☐ Division Chief ☐ Assistant Director ☐ Director ☐

The method of delivery of this evaluation to contractor/consultant: Certified Mail ☐ EMail ☐ Fax ☐ Hand ☐

(Unresponsive Performance by contractor/consultant requires 2 delivery methods)

Evaluation delivered to:

* Rating Key

- 4 Superior performance - Exemplary quality, no intervention required - project completed on time or early at or below budget with no change orders or amendments other than owner requested changes.

- 3 Satisfactory performance - Minor errors noted, addressed with timely corrective action. No serious errors noted or corrective action needed.
- 2 Guarded performance Errors and Omissions documented in writing with timely corrective action.
- 1 Unresponsive performance documented in writing without timely corrective action.
- N/A. No Information



MIAMI DADE COUNTY

A&E Firm History Report

From: N/A To: N/A

FIRM NAME: CH2M HILL, INC.
4000 Ponce De Leon Blvd, Suite 470
Coral Gables, FL 33146-0000

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	REQ TO DATE REPORTED	DATE	SUBCONTRACTORS
* A&E-DUMP-01(R-1497-92)	1	AV	NO MEASURE	12/01/1992	\$5,000,000	\$397,326	\$0	\$0	* AMANA ENGINEERING SERVICES, INC. - \$29,610.00
					<u>\$5,000,000</u>				
* A&E-DUMP-02(R-1158-93)	1	SW	NO MEASURE	10/01/1993	\$1,150,000	\$486,025	\$0	\$0	* MILIAN, SWAIN & ASSOCIATES, INC. - \$205,573.00
					<u>\$1,150,000</u>				
* R-1292-93	1	WS	NO MEASURE	10/05/1993	\$1,000,000	\$0	\$0	\$0	
MISC GENERAL ENGINEERING SERVICES									
Change Order # 1 JAN-01-00	1	365 days			\$1,500,000				
					<u>\$2,500,000</u>				
* R-807-94	1	WS	NO MEASURE	06/07/1994	\$8,000,000	\$0 03/31/2000	\$0	\$0	
PROGRAM MANAGEMENT ENGINEERING SERVICES									
Change Order # 1 JAN-01-00	1	365 days			\$0				
					<u>\$8,000,000</u>				
* A&E-DUMP-03(9301-A2)	1	WS	NO MEASURE	07/01/1994	\$13,800,000	\$1,392,883	\$0	\$0	* A.D.A. ENGINEERING, INC. - \$175,769.00 * MILIAN, SWAIN & ASSOCIATES, INC. - \$470,202.00
					<u>\$13,800,000</u>				

* Indicates closed or expired contracts

Change Orders without dates are pending BCC approval



MIAMI DADE COUNTY A&E Firm History Report

From: N/A To: N/A

FIRM NAME: CH2M HILL, INC.
4000 Ppnce De Leon Blvd, Suite 470
Coral Gables, FL 33146-0000

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	REQ TO DATE REPORTED	DATE	SUBCONTRACTORS
* R-1070-94	1	SW	NO MEASURE	07/12/1994	\$642,000	\$0	\$0		
STUDY FOR DEVELOPMENT OF SWM SPECIAL ASSESSMENT DISTRICT FOR					<u>\$642,000</u>				
* R-219-95	1	AV	NO MEASURE	02/21/1995	\$581,333	\$0 07/24/2001	\$0		
ENGINEERING SERVICES-ENVIRONMENTAL IMPACT STATEMENT									
Change Order # 1	JAN-01-00	0 days			\$116,266				
Change Order # 2	JAN-01-00	730 days			\$212,361				
					<u>\$909,960</u>				
* E95-WASD-05-4	3	WS	GOAL BBE 12%	04/16/1996	\$3,000,000	\$515,940 03/31/2002	\$0		* BND ENGINEERS, INC. - \$54,087.04 * CARNEY-NEUHAUS, INC. - \$0.00 * MILIAN, SWAIN & ASSOCIATES, INC. - \$103,271.41
GENERAL ENGINEERING SERVICES (TYPE A)									
Change Order # 1	APR-13-99	0 days	GOAL BBE 12%		\$1,000,000				
					<u>\$4,000,000</u>				
* R-807-94 (ADDENDUM #2)	1	WS	GOAL BBE 10%	12/17/1997	\$4,000,000	\$0 03/31/2002	\$0		* A.D.A. ENGINEERING, INC. - \$267,999.98 * A2 GROUP, INC. - \$0.00 * B & R ENGINEERING, INC. - \$0.00 * BND ENGINEERS, INC. - \$0.00 * CAP ENGINEERING CONSULTANTS, INC. - \$0.00 * CARNEY-NEUHAUS, INC. - \$40,999.26 * MILIAN, SWAIN & ASSOCIATES, INC. - \$0.00
ADDENDUM ONLY TO R-807-94. AD#2 INITIATED GOALS (9301)									
Change Order # 1	JAN-01-00	365 days	GOAL BBE 10%		\$0				
Change Order # 2		365 days	GOAL HBE 10%		\$1,000,000				
Change Order # 3	MAY-09-00	365 days	GOAL BBE 10%		\$0				
					<u>\$5,000,000</u>				

* Indicates closed or expired contracts

Change Orders without dates are pending BCC approval

Monday, June 25, 2007

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Ver: 1



PRIMES

Change Orders without dates are pending BCC approval

* Indicates closed or expired contracts

Monday, June 25, 2007

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Ver: 1



PRIMES

* Indicates closed or expired contracts
Monday, June 25, 2007

Change Orders without dates are pending BCC approval

Find Contracts With Search String ==>

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MIAMI-DADE COUNTY, FLORIDA

Capital Improvements Information System

All Contracts for FEIN 590918189

CH2M Hill, Inc.

DST	DPT	Contract	Name	Location / Contractor	Estimated Completion Date	Total Award	% Complete / Status
30	PR	999999-05-001-4	Park and Recreation Marina Imp	1) Black Point Park Marina, 24	9/28/2010	\$1,000,000	5% / On Schedule
0	DE	E01-DERM-01-1	Environmental Engineering Cons	Countywide	11/1/2004	\$1,500,000	100% / Complete
5	SP	E03-SEA-04	Environmental Engineering Serv	Port of Miami	7/14/2007	\$2,000,000	54% / On Schedule
5	SP	E03-SEA-05	Deep Draft Port Cruise and Car	Port of Miami	3/22/2008	\$1,818,182	15% / On Schedule
0	WS	E03-WASD-02	Deep Injection Well Design at	8950 SW 232 Street	3/22/2010	\$5,000,000	100% / Complete
8	WS	E06-WASD-14	Proposed Upgrades to the MDWAS	South District Wastewater Trea	N/A	\$8,000,000	0% / On Schedule
0	DE	E01-DERM-04, EP-30	Consultants for Civil Engineer	Various	12/18/2003	\$500,000	100% / Complete
5	SP	E01-SEA-02-1	Cargo Yard Improvements	Port of Miami	3/25/2005	\$2,000,000	72% / Work Order within Duration
Totals:					8	\$21,818,182	

* Contracts with Green Name are PSA Agreements

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Capital Improvements Information System

Contractor Evaluations Report

<u>Dept</u>	<u>Contract</u>	<u>Type</u>	<u>Contractor / Architect Name</u>	<u>Date</u>	<u>Rater</u>	<u>Period</u>	<u>Rate</u>
DE	E01-DERM-01- 1	PSA	CH2M Hill, Inc.	9/7/2006	Keith Ng	Project conclusion or closeout	3.0
DE	E01-DERM-01- 1	PSA	GEE & Jenson	9/7/2006	Keith Ng	Project conclusion or closeout	3.0

Evaluation Count: 2 Contractors: 1 Average Evaluation: 3.0

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NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
MIAMI-DADE COUNTY
AND
CH2M HILL, INC.

Agreement No. 07CH2M005

THIS NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT is made and entered into this ____ day of ____, 2007, by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and CH2M HILL, INC. a Florida corporation authorized to do business in the State of Florida with offices in Miami-Dade County, hereinafter referred to as the "ENGINEER".

For and in consideration of the mutual agreements hereinafter contained, the COUNTY hereby retains the ENGINEER and the ENGINEER hereby covenants to provide the professional services described herein in connection with engineering services for the Upgrades to the Miami-Dade Water and Sewer Department's (MDWASD) South District Wastewater Treatment Plant and its appurtenant facilities - hereinafter referred to as the "Project".

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<u>Paragraph No.</u>	<u>Subject</u>
1.	County Obligations and Authorization to Proceed
2.	Professional Services
3.	Engineer's Responsibilities
4.	Task Authorization: Time for Completion
5.	Delay in Performance
6.	Compensation
7.	Methods of Payments
8.	Change of Principal and/or Project Manager
9.	Schedule of Work
10.	Right of Decisions
11.	Ownership of Documents
12.	Notices
13.	Audit Rights
14.	Subconsultants
15.	Prompt Payment to Small Business Subconsultants
16.	Warranty
17.	Termination of Agreement
18.	Duration of Agreement
19.	Default
20.	Indemnification and Insurance
21.	Ordinances

22. Proprietary Information
23. Affirmative Action Plan
24. Equal Opportunity
25. Office of the County Inspector General
26. Independent Private Sector Inspector General
27. Domestic Leave
28. Performance Evaluations
29. Ethics Commission
30. Assignment of Agreement
31. Entirety of Agreement
32. Modification
33. Governing Law
34. Security Restrictions
35. Sanctions for Contractual Violations
36. Severability

1. COUNTY OBLIGATIONS AND AUTHORIZATION TO PROCEED: The COUNTY agrees that its Miami-Dade Water and Sewer Department, hereinafter referred to as the "Department", shall furnish to the ENGINEER any plans or other data available in the COUNTY files pertaining to the work to be performed under this Agreement. Information shown on such plans or data shall be that which has been made available to the COUNTY, and shall be provided to the ENGINEER without guarantee regarding its reliability and accuracy; the ENGINEER shall be responsible for independently verifying such information if it shall be used by the ENGINEER to accomplish the work undertaken pursuant to this Agreement.

The ENGINEER shall submit a proposal upon the Director's request prior to the issuance of a task authorization to proceed. No payment shall be made for the ENGINEER's time or service in connection with the preparation of any such proposal. The Director or his designee shall confer with the ENGINEER before any authorization to proceed is issued to discuss and agree upon the scope, time for completion, and fee for services to be rendered pursuant to the task orders, subject to the conditions of this Agreement. No payment shall be made for the ENGINEER's time on services in connection with the preparation of any such proposal.

The Director of the Miami-Dade Water and Sewer Department, hereinafter referred to as the "Director", or his designee, shall issue written task order authorizations to proceed to the ENGINEER for each section of the work to be performed hereunder. In case of emergency, the COUNTY, through the Director, reserves the right to issue oral authorizations to the ENGINEER with the understanding that written authorization shall follow within ten (10) working days. If no written authorization is issued within that time, the ENGINEER shall cease work and submit an invoice for work completed.

2. PROFESSIONAL SERVICES Upon receipt of authorization to proceed from the Director, the ENGINEER agrees to perform professional services associated with the requested work in accordance with the negotiated terms of the applicable written task order authorization to proceed. The services under this Agreement shall be performed by the ENGINEER during hours which generally correspond but are not necessarily limited to those

office hours of the Department. The services under this Agreement shall be performed by the ENGINEER. Said services include providing professional engineering and construction management services to upgrade the infrastructure and operations of the MDWASD South District Wastewater Treatment Plant and its appurtenant facilities.

Task Order One (Exhibit B) – The Consultant will perform Task One which will comprise of the following tasks for the South District Wastewater Treatment Plant:

1. Kick-off Meeting, Review Existing Information and Perform Initial Site Visit
2. Preparation of a Detailed Work Plan for Field Inspections and Assessments

The total compensation for Task Order One is \$236,137 and the work should be completed within 12 weeks once the Notice to Proceed has been issued. Any modification(s) made to Task Order One must be approved by the MDWASD Director or his designee. Additional task orders as authorized by the MDWASD Director will be forthcoming.

3. ENGINEER'S RESPONSIBILITIES: In connection with professional services to be rendered pursuant to this Agreement, the ENGINEER agrees to:

- A. Use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions.
- B. Maintain an adequate staff of qualified personnel on the work at all times to ensure its completion within the term specified in the applicable task order authorization to proceed.
- C. Comply with the federal, state and local laws or ordinance applicable to the work.
- D. Cooperate fully with the COUNTY in the scheduling and coordination of all phases of the work.
- E. Report the status of the work to the Director upon request and hold pertinent data, and other products open to the inspection of the Director or designee at any reasonable time and during normal business hours.
- F. Submit for COUNTY review design computations, sketches, and other data representative of the work's progress at the percentage stages of completion which may be stipulated in the applicable authorization to proceed. Submit for COUNTY approval the final work products upon incorporation of any modifications requested by the COUNTY during any previous review.
- G. Confer with the COUNTY at any time during the further development and implementation of improvements for which the ENGINEER has provided design or other services as to interpretation of plans and other documents, correction of errors and omissions and preparation of any necessary plan thereof. The ENGINEER shall not be compensated for the correction of errors and omissions on the part of the ENGINEER.
- H. Prior to final approval of the work by the Director, complete a preliminary check of any construction documents which require a permit or other approval from a county, city, state, or federal agency from which a permit or other approval is required.
- I. Use computer and networking hardware, software and firmware standards as approved by the Information Technology (IT) Division of the Department. IT staff must be involved in the design phase of an application and in developing

acceptance criteria of the application before it is placed into production. All applications and/or systems to be transferred to the COUNTY must have adequate end user and systems support documentation and as part of the design process for a project, any system needs should be identified and will require the approval of IT. All electronic data performed or produced in the performance of this agreement shall be transferred in an approved media and format by IT.

- J. All systems developed by the ENGINEER pursuant to this Agreement shall become the property of the COUNTY.
- K. Application design, operation and security shall follow the COUNTY and WASD IT standards. Costs incurred to comply with these if the system is developed outside these parameters will be the burden of the consultant.
- L. The COUNTY reserves the right to require background checks on consultant staff working on sensitive WASD infrastructure information, especially GIS layers. The Department may request non-disclosure agreements to be signed regarding infrastructure information and shall hold the consultant responsible for the security of this data.
- M. All consultant staff wishing to gain access to work via the COUNTY network will require a network ID and password issued within the guidelines set forth for security. This ID will be terminated after use on the project, or if not signed-on to the network after 10 days.

4. TASK AUTHORIZATION: TIME FOR COMPLETION: The services to be rendered by the ENGINEER for each section of the work shall commence upon receipt of a written task order authorization to proceed from the Director or his designee subsequent to the execution of this Agreement, and be completed within the time stated in the authorization to proceed. Task assignment negotiations must be concluded within 21 calendar days from the date of the initial task order meeting between the department and consultant. Should negotiations and price proposal submittal not be provided within this time frame, the Office of Capital Improvements (OCI) shall be notified by the department to intervene, in an effort to resolve any delays.

5. DELAY IN PERFORMANCE: No claim for damages or any claim other than for an extension of time shall be made or asserted against the COUNTY by reason of any delays. The ENGINEER shall not be entitled to an increase in this Agreement sum or payment or compensation of any kind from the COUNTY or direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever; provided, however, that this provision shall not preclude recovery or damages by the ENGINEER for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY or its agents. Otherwise, the ENGINEER shall be entitled only to extensions of this Agreement time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided below.

The time to perform this Agreement shall be extended only if the ENGINEER is delayed in performing any obligation under this Agreement due to a force majeure or inevitable accident or occurrence, the ENGINEER shall request in writing a time extension from the Director within ten (10) days of said force majeure or inevitable accident or

occurrence. Failure to make such written request within the specified time shall be a bar on the ability of the ENGINEER to bring any civil action for either compensable or non-compensable time extension. For the purpose of this Paragraph, force majeure shall mean an act of God which includes but is not limited to sudden, unexpected or extraordinary forces of nature such as hurricanes, floods, washouts, storms, fires, earthquakes, landslides, epidemics, explosions or other forces of nature. Inevitable accidents or occurrences shall mean those which are unpreventable by the ENGINEER and shall include but not be limited to strikes, lockouts, other industrial disturbances, wars, blockades, acts of public enemies or terrorism, insurrections, riots, federal, state, county and local governmental restraints, military action, civil disturbances, explosions, conditions in federal, state, county and local permits, bid protests, manufacturing and delivery delays, unknown or unanticipated soil, water or ground conditions and cave-ins, and contract default by the COUNTY's other consulting and design engineers and contractors. Provision of the above specified notice shall be a condition precedent to maintenance of a claim for delay.

Such acts or events do not include inclement weather (except as noted above) or the acts or omissions of subconsultants, materialmen, suppliers, or their subcontractors, unless such acts or omissions are otherwise encompassed by the definition set forth above.

6. COMPENSATION: The COUNTY agrees to pay and the ENGINEER agrees to accept a fee representing full compensation for the performance of the services specified herein. The ENGINEER shall submit monthly invoices for all work in progress using a format and procedure provided by the Department and in accordance with the Prompt Payment Ordinance. Invoices shall be submitted within 120 days of the performance of the service being billed. The COUNTY shall not pay invoices that are not properly submitted within that period. Additionally, the COUNTY may withhold payment of any invoices from the ENGINEER if the COUNTY determines that the ENGINEER submitted and received payment of an inaccurate invoice, without limitation to any other legal or equitable remedies. Fees and other compensation will be computed in accordance with one or a combination of the methods outlined below as specified in a written task authorization:

A. Fee as a Multiple of Direct Salary Cost and Fixed Hourly Rate

- 1) The fee for professional services rendered by the ENGINEER's employees, principals excluded, shall be computed based on the direct salary cost, as reported to the Internal Revenue Service, excluding bonuses or awards if applicable, for the time of said employee engaged directly in the work, times a negotiated multiplier of 2.85 for office employees, 2.4 for the ENGINEER's employees working in COUNTY offices, including an office trailer at the COUNTY facilities and 2.1 for all field employees excluding surveying. This fee shall constitute full compensation to the ENGINEER for costs incurred in the performance of the work such as salaries, overhead, fringe benefits, operating margin and all other costs not covered by reimbursable expenses.
- 2) or personnel required to be paid overtime, compensation for overtime work considered necessary and authorized in advance by the Director shall be computed with a multiplier of 1.1 times the overtime rate and number of hours (1.1 x overtime rate x number

of hours). Principals shall not receive additional compensation for performance of overtime work.

- 3) The ENGINEER shall be compensated at the flat rate of \$125.00 per hour for the time of a Principal engaged directly in the work. This rate shall not be subject to the negotiated multiplier.
- 4) The COUNTY may consider adjusting the above principal hourly rate and the multipliers in the event the COUNTY adopts standards principal hourly rates and multipliers for professional engineering services agreements.

B. Lump Sum Fee The fee for any requested portion of work may, at the option of the DEPARTMENT, be a lump sum mutually agreed upon by the COUNTY and the ENGINEER and stated in the written authorization to proceed.

C. Reimbursable Expenses The ENGINEER may be compensated for certain work related expenditures not covered by fees for engineering services, provided such expenditures are previously authorized by the Director or his designee in writing. Reimbursable expenses may include:

1. Expenses for laboratory tasks and analyses, permitting fees, printing and reproduction costs, rental or purchase of specialized equipment and instruments necessary for the efficient performance of the work, provided that such equipment and instruments become the property of the COUNTY upon work completion.
2. Expenses for travel, except that ENGINEER shall claim no more in expenses for travel, transportation, and subsistence than would be allowed an "authorized person" pursuant to the terms of Chapter 112.061, Florida Statutes and the COUNTY'S Administrative Orders 6-1 and 6-3, as presently written or hereafter amended. No such expenses shall be approved without the prior written consent of the Director. For the purposes of this section, the principal place of business shall be considered the ENGINEER's local corporate headquarters. Failure to obtain such prior authorization shall be grounds for nonpayment of such expenses. To be compensated, the ENGINEER shall maintain accurate records in a format and procedure provided by the Department and the ENGINEER shall submit said records with their invoices.
3. Expenses incurred by ENGINEER for an office trailer required to perform services at the COUNTY's treatment facilities. In the event the COUNTY requests the ENGINEER to provide an office trailer, the COUNTY shall reimburse the ENGINEER for expenses associated with the use of the office trailer such as the lease payments, office furniture and equipment, permitting fees, site preparation fees including installation of utilities, insurance costs and routine maintenance and cleaning costs. Provisions for said office trailer shall be approved and coordinated with the COUNTY.
4. Items not listed shall be reviewed on a case-by-case basis and shall be approved in advance by the Director or his designee.

5. Reimbursable expenses of the ENGINEER and approved subconsultants shall be reimbursed on a direct cost basis.
6. The ENGINEER shall be required to submit original receipts of all reimbursable expenses

D. Maximum Compensation: The total of all payments to the ENGINEER pursuant to this Agreement shall not exceed eight million (\$8,000,000). No minimum amount of compensation is guaranteed to the ENGINEER.

E. Contingency Allowance Accounts: Pursuant to County Code 2-8.1, an Allowance Account of 10% of the Basic Services Maximum Compensation as stated in Paragraph 6.D. above is permissible to be used by the Department for unforeseen conditions necessitating additional design. Before any extra work is begun a task authorization from the Department Director shall be given to the engineer. The engineer shall have no entitlement to any of these funds. The COUNTY retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from this Contingency Allowance Account remains the property of the COUNTY.

F. Certification of Wage Rates In Accordance with Florida Statute 287.055: The ENGINEER hereby certifies and agrees that wage rates and other factual unit costs, as submitted in support of the compensation provided in this paragraph, are accurate, complete and current as of the date of this Agreement. It is further agreed that said compensation shall be adjusted to exclude any significant costs where the COUNTY shall determine that the price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such compensation adjustments shall be made within one (1) year from the date of final billing or acceptance of the work by the COUNTY, whichever is later.

7. METHODS OF PAYMENT: The COUNTY agrees to make monthly or partial payments to the ENGINEER, in accordance with Prompt Payment Ordinance No. 94-40, currently in effect or as amended in the future, for all authorized work performed during the previous calendar month or other mutually agreed invoicing period. The ENGINEER is responsible to submit invoices that do not contain charges that are more than 120 days old. In the case where disallowed charges are found, the COUNTY may return the entire invoice for correction and resubmittal. The ENGINEER agrees to provide all records necessary to substantiate payment requests to the COUNTY. Payments shall be made in accordance with the following methods:

A. Time and/or Material for Professional Fees and/or Reimbursable Expenses.

- (1) The ENGINEER shall submit the invoice in a format provided by the Department. Each invoice shall reference the particular authorization to proceed that authorized the services and shall include a status report describing work completed.
- (2) With each invoice, the ENGINEER shall submit a "Utilization Report" form in accordance with the Department of Business Development's requirements. Invoices shall not be considered valid without said form.
- (3) The amount of the invoice submitted shall be comprised of the amounts due for all services performed and reimbursable

expenses incurred during the previous calendar month or other mutually agreed invoicing period to date in connection with authorized work. The amounts due for professional services and reimbursable expenses shall be calculated in accordance with Paragraph 6.A. and 6.C. hereof, respectively. Invoiced reimbursable expenses must be substantiated by original receipts and other documentation as necessary.

B. Lump Sum Fee

- (1) The ENGINEER shall submit the invoice in a format provided by the Department. Each invoice shall reference the particular task order authorization to proceed which authorized the services and shall include a status report describing work completed.
- (2) With each invoice, the ENGINEER shall submit a "Utilization Report" form in accordance with the Department of Business Development's requirements. Invoices shall not be considered valid without said form.
- (3) The amount due on the invoice shall be calculated by applying the percentage of the total work completed to date to the authorized lump sum and subtracting any previous billings.
- (4) Payments shall be calculated on a percentage of work completed.

8. CHANGE OF PRINCIPAL AND/OR PROJECT MANAGER: Jeff Nash, P.E. and Paul da Silva, P.E. shall be the ENGINEER'S Principal and Project Manager, respectively. If the COUNTY or the ENGINEER requests a change of the Principal or the Project Manager, the party initiating said change shall make the request in writing and said request shall be received by the other party at least thirty (30) days prior to any such change. The Director reserves the right to approve the replacement Principal or Project Manager.

9. SCHEDULE OF WORK: The Department shall have the sole right to determine on which units or sections of the work the ENGINEER shall proceed and in what order. The written task order authorization to proceed issued by the Director shall cover in detail the scope, time for completion and compensation for the engineering services requested in connection with each unit or section of work.

10. RIGHT OF DECISIONS: All services shall be performed by the ENGINEER to the satisfaction of the Director who shall decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder, and the character, quality, amount and value thereof. The Director's decisions upon all claims, questions and disputes shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. In the event the ENGINEER does not concur with the decisions of the Director, the ENGINEER shall present any such objections in writing to the County Mayor. The Director and the ENGINEER shall abide by the decisions of the County Mayor. The decision of the County Mayor shall be subject to review de novo by a court of competent jurisdiction.

11. OWNERSHIP OF DOCUMENTS: All notes, correspondence, documents, designs, drawings, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents and copyrights thereto for Services performed or produced in the performance of this Agreement, whether in paper or other hard copy medium or in electronic medium, except with respect to copyrighted standard details and designs owned by the ENGINEER or owned by a third party and licensed to the ENGINEER for use and reproduction, shall become the property of the COUNTY. However, the COUNTY may grant an exclusive license of the copyright to the ENGINEER for reusing and reproducing copyrighted materials or portions thereof as authorized by the COUNTY in advance and in writing. In addition, the ENGINEER shall not disclose, release, or make available any document to any third party without prior written approval from COUNTY. The ENGINEER shall warrant to the COUNTY that he/she has been granted a license to use and reproduce any standard details and designs owned by a third party and used or reproduced by the ENGINEER in the performance of this Agreement. Nothing contained herein shall be deemed to exclude any document from Chapter 119 of the Florida Statutes. All drawings shall be AutoCAD format in a version acceptable to the Department. All documents other than drawings shall be in a print ready electronic format acceptable to the Department. All electronic delivery/submittal shall be submitted on CD or other electronic media acceptable to the Department. Directions shall be included with the transmittal and electronically in the root directory of the electronic media. When each individual task authorization of work requested pursuant to this Agreement is complete, one signed and sealed paper copy of all final documents which are in electronic form shall be delivered to the Director.

12. NOTICES: Any notices, reports or other written communications from the ENGINEER shall be considered delivered when posted by certified mail or delivered in person to the Director. Any notices, reports or other communications from the COUNTY to the ENGINEER shall be considered delivered when posted by certified mail to the ENGINEER at the last address left on file with the COUNTY or delivered in person to said ENGINEER or the ENGINEER's authorized representative.

13. AUDIT RIGHTS: The COUNTY reserves the right to audit the records of the ENGINEER related to this Agreement at any reasonable time and during normal business hours during the performance of the work included herein and for a period of five (5) years after final payment under this Agreement. The ENGINEER agrees to provide any records necessary to substantiate payment requests to the COUNTY, including audited financial statements. In the event an audit undertaken pursuant to this section reveals improper, inadvertent, or mistaken payments to the ENGINEER, the ENGINEER shall remit such payments to the COUNTY. The COUNTY shall retain all legal and equitable rights with respect to recovery of payments.

14. SUBCONSULTANTS:

A. The ENGINEER shall utilize the following firms as subconsultants: Milian, Swain & Associates Inc; Cardozo Engineering, Inc; Vital Engineering, Inc; and Nadic Engineering Service, Inc. The ENGINEER shall not subconsult, assign or transfer to others work performed under this Agreement without the written consent of the Director or his designee. In addition, the ENGINEER shall not allow the subconsultant to utilize, assign or transfer work to others for work performed under this Agreement without the written consent of the Director or his designee. When applicable and upon receipt of such consent in writing,

the ENGINEER shall cause the names of the firms responsible for the major portions of each separate specialty of the work to be inserted in the pertinent documents or data. Nothing contained in this Agreement shall create any contractual relationship between the COUNTY and the subconsultants.

B. In addition, and as applicable, the ENGINEER agrees to comply with Miami-Dade County Ordinance 01-103 and Administrative Order 3-32 regarding the Community Business Enterprise (CBE) program. The COUNTY has established a participation goal of 35% based on the total amount of compensation authorized under this Agreement. The ENGINEER shall be responsible to submit to the COUNTY a Monthly Utilization Report on or before the tenth working day following the preceding month.

15. PROMPT PAYMENT TO SMALL BUSINESS SUBCONSULTANTS: The ENGINEER agrees to comply with Section 2-8.1.4 of the Code of Miami-Dade County, requiring the ENGINEER to issue prompt payment to all small business contractors and to have dispute resolution procedures in place in the event of disputed payments to small businesses. Failure of the ENGINEER to issue prompt payment to small businesses, or to adhere to its dispute resolution procedures, may be cause for suspension, termination, and debarment.

16. WARRANTY: The ENGINEER certifies and agrees that no companies or persons, other than bona fide employees working solely for the ENGINEER or the ENGINEER's subconsultants, have been retained or employed to solicit or secure this Agreement or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts or any other considerations contingent upon or resulting from the award or making of this Agreement. The ENGINEER also certifies and agrees that no COUNTY personnel, whether a full-time or part-time employee, has or shall be retained or employed in any capacity, by the ENGINEER or the ENGINEER's subconsultants, to accomplish the work contemplated under the terms of this Agreement. The COUNTY shall not pay the ENGINEER for any work performed by COUNTY employees.

17. TERMINATION OF AGREEMENT: It is expressly understood and agreed that the Director may terminate this Agreement, in total or in part, without cause or penalty, by ten (10) days prior written notification or by declining to issue the written task order authorization, as provided herein in which event the COUNTY's sole obligation to the ENGINEER shall be payment, in accordance with Paragraph 6, for those units or sections of work previously authorized. Such payment shall be determined on the basis of the hours or percentage of work performed by the ENGINEER up to the time of termination. In the event partial payment has been made for professional services not performed, the ENGINEER shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. Upon such termination, the COUNTY may, without penalty or other obligation to the ENGINEER, elect to employ other persons to perform the same or similar services.

18. DURATION OF AGREEMENT: This Agreement shall remain in full force and effect for a period of six (6) years after its date of execution (although actual completion of the services may extend beyond such term and shall be subject to the same terms and conditions set forth in this Agreement, including but not limited to indemnification and insurance) or until the completion of the professional engineering services contemplated

herein, and as specified in the authorization to proceed or until depletion of the funds allocated to pay the cost of the services described herein, whichever occurs first. This Agreement may be terminated by mutual consent of the parties hereto, or as otherwise provided herein. The performance of specifically and properly authorized services that may extend beyond this Agreement's effective term shall be compensated in accordance with Paragraph 6 hereof.

19. DEFAULT: If the ENGINEER fails to comply with the provisions of this Agreement, the Director may declare the ENGINEER in default by ten (10) days prior written notification. In such event, the ENGINEER shall only be compensated for any professional services completed as of the date written notice of default is served. In the event partial payment has been made for incomplete professional services, the ENGINEER shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. The ENGINEER shall not be compensated for professional services that have been performed but not completed by the time the Director declares a default. In the event the COUNTY prevails in litigation to enforce or defend the provisions of this or any other Paragraph of this Agreement, the COUNTY shall be compensated by the ENGINEER for reasonable attorney's fees and court costs.

20. INDEMNIFICATION AND INSURANCE: Pursuant to section 725.08 of the Florida Statutes, the ENGINEER shall indemnify and hold harmless the County and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the ENGINEER and other persons employed or utilized by the ENGINEER in the performance of this Agreement.

The ENGINEER shall pay all claims and losses in connection therewith and shall pay all costs, judgments and attorney's fees for such claims which are finally determined to have been caused by the ENGINEER's negligence, recklessness or intentionally wrongful conduct of the ENGINEER. The ENGINEER expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the ENGINEER shall in no way limit the responsibility to indemnify and hold harmless and defend the COUNTY or its officers, employees, agents and instrumentalities as herein provided.

The ENGINEER, including subconsultants, shall not commence any work pursuant to this Agreement until all insurance required under this Section has been obtained and such insurance has been approved by the COUNTY's Risk Management Division of General Services Administration. The ENGINEER shall maintain insurance coverage during the term of this Agreement which meet the requirements outlined below:

- A. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
- B. Professional Liability Insurance in the amount \$5,000,000 per claim.
- C. Commercial General Liability Insurance, on a comprehensive basis, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and

property damage. Miami-Dade County must be shown as additional insured with respect to this coverage.

- D. Workers' Compensation Insurance for all employees of the ENGINEER as required by Chapter 440.

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Risk Management Division, or, the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and be members of the Florida Guaranty Fund.

The ENGINEER shall furnish certificates of insurance to the Department's Intergovernmental Affairs Manager, Suite 435, 3071 S.W. 38th Avenue, Miami, Florida, 33146 prior to the commencement of operations, which certificates shall clearly indicate that the ENGINEER has obtained insurance in the type, amount, and classification as required for strict compliance with this Paragraph 20. The certificate shall indicate that no material change or cancellation of this insurance shall be effective without thirty (30) days written advance notice to Miami-Dade County, c/o the Manager of Risk Management Division.

Compliance with the foregoing requirements shall not relieve the ENGINEER of the liabilities and obligations under this Section or under any other portion of this Agreement, and the COUNTY shall have the right to inspect the original insurance policies.

21. ORDINANCES: The ENGINEER agrees to abide by and be governed by Miami-Dade County ordinances which may have a bearing on the work contemplated hereunder, including but not necessarily limited to the following:

- A. Ordinance No. 72-82 (Conflict of Interest), as amended, and Ordinance No. 77-13 (Financial Disclosures), as amended, which are incorporated herein by reference, as if fully set forth herein in connection with the ENGINEER'S obligations hereunder. The ENGINEER shall comply with the financial disclosure requirements of Ordinance No. 77-13 by filing within thirty (30) days of the execution of this Agreement one of the following with the Miami-Dade County Elections Department, P. O. Box 012241, Miami, Florida 33101:
- (1) A source of income statement;
 - (2) A current certified financial statement;
 - (3) A copy of the ENGINEER's Current Federal Income Tax Return.
- B. The ENGINEER further agrees to comply with the requirements of applicable County, State and Federal Ordinances, Resolutions and/or Regulations, including, but not limited to the list below. The ENGINEER shall execute the related affidavits, attached hereto as Exhibit "A".

- (1) Ordinance No. 90-133, Miami-Dade County Disclosure Affidavit;
- (2) Ordinance No. 91-22, Certification Regarding Lobbying;
- (3) Ordinance No. 91-142, Family Leave; as amended by Ordinance No. 92-91, superseded by Ordinance No. 93-118; modified by Resolution Nos. 1499-91 and R-183-00
- (4) Ordinance No. 92-15, Drug-Free Workplace;
- (5) Ordinance No. 92-27, Lobbyist Registration for Oral Presentation;
- (6) Ordinance No. 93-129, Debarment Disclosure Affidavit;
- (7) State of Florida Statutes 287.133(3) (a) on Public Crimes Affidavit;
- (8) Ordinance No. 94-34, Criminal Record Affidavit;
- (9) Ordinance No. 95-178, Delinquent or Currently Due Fees or Taxes;
- (10) Ordinance No. 97-215, Inspector General (IG);
- (11) Ordinance No. 99-152, False Claims;
- (12) Ordinance No. 99-162, Payments to County are not in arrears;
- (13) Ordinance No. 01-96, Code of Business Ethics Affidavit;
- (14) Resolution No. 1634-93, Quarterly Reports (Miami-Dade County Work);
- (15) Resolution No. 113-94, Quarterly Reports (Private Sector Work);
- (16) Disability Nondiscrimination Affidavit; (Resolution No. 385-95/Americans with Disabilities Act of 1990).
- (17) Resolution No. 516-96 and Administrative Order No. 3-20, Independent Private Sector Inspector General (IPSIG);
- (18) Resolution No. 744-00, Requiring the continued engagement of critical personnel in contracts for Professional Services for the duration of the Project;
- (19) Resolution No. 185-00, Domestic Violence Leave
- (20) Administrative Order 3-39, Architectural and Engineering Selection Process

The ENGINEER further agrees to comply with any other ordinances or resolutions of the COUNTY that may become effective prior to the execution of this Agreement by both parties.

22. PROPRIETARY INFORMATION: Notwithstanding any other provisions of this Agreement or any provisions in a particular authorization to proceed, all of ENGINEER's proprietary computer programs or software, developed by ENGINEER outside of this Agreement shall remain the exclusive property of the ENGINEER, and shall not be disclosed to third parties, unless otherwise required by law. The ENGINEER shall provide the necessary licensing agreements to enable to the COUNTY to use proprietary property, including but not limited to computer programs or software.

23. AFFIRMATIVE ACTION PLAN: In accordance with Ordinance No. 82-37, the ENGINEER must have an Affirmative Action Plan filed and approved by Miami-Dade County's Department of Procurement Management, Small Business Affairs. The Plan is hereby incorporated as a contractual obligation of the ENGINEER to Miami-Dade County.

24. EQUAL OPPORTUNITY: The ENGINEER shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, sexual orientation, marital status, physical handicap, or national origin. The ENGINEER shall take affirmative actions to insure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, age, sexual orientation, marital status, physical handicap or national origin. Such actions shall include, but shall not be limited to the following: employment; upgrading, transfer or demotion; recruitment or recruitment advertising; layoff or termination; rates of pay or other form of compensation and selection for training, including apprenticeship. The ENGINEER agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Equal Opportunity Clause.

THE ENGINEER shall comply with all applicable provisions of the Civil Rights Acts of 1964; Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375; Executive Order 11625 of October 13, 1971; the Age Discrimination in Employment Act, effective June 12, 1968; the rules and regulations, and relevant orders of the Secretary of Labor; Florida Statutes 112.041, 112.042 and 112.0113; and Miami-Dade County Ordinance No. 75-46, effective June 28, 1975.

During the performance of this Agreement, the ENGINEER agrees to state in all solicitations or advertisements for employees placed by or on behalf of the ENGINEER that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age, sexual orientation, marital status, physical handicap or national origin. If requested to do so, the ENGINEER shall furnish all information and reports required by Executive Order 11246, as amended by Executive Order 11375 and by rules, regulations and orders of the Secretary of Labor, and will permit access to its books, records and accounts by the COUNTY, and compliance review agencies for purposes of investigation to ascertain compliance with such rules and regulations and orders. The ENGINEER further agrees that he will comply with the requirements of the Americans with Disabilities Act.

25. OFFICE OF THE COUNTY INSPECTOR GENERAL: The ENGINEER is hereby directed to the requirements of COUNTY Code Section 2-1076; in that the Office of the Miami-Dade County Inspection General (IG) shall have the authority and power to review past, present and proposed COUNTY programs, accounts, records, agreement and transactions. The IG shall have the power to subpoena witnesses, administer oaths and require the production of records. Upon ten (10) days written notice to the ENGINEER from the IG, the ENGINEER shall make all requested records and documents available to the IG for inspection and copying.

The ENGINEER shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition and performance of this agreement, for examination, audit, or reproduction, until 3 years after final payment under this agreement or for any longer period required by statute or by other clauses of this agreement. In addition:

(1) If this agreement is completely or partially terminated, the ENGINEER shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The ENGINEER shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this agreement until such appeals, litigation, or claims are finally resolved.

The IG shall have the power to report and/or recommend to the Board of County Commissioners whether a particular project, program, agreement or transaction is or was necessary and if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within the budget and in conformity with plans, specifications, and applicable law. The IG shall have the power to analyze the need for and reasonableness of, proposed change orders.

The IG may, on a random basis, perform audits on all COUNTY agreements throughout the duration of said agreements (hereinafter "random audits"). This random audit is separate and distinct from any other audit by the COUNTY. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the ENGINEER under this Agreement will be assessed one quarter of the one percent (.0025) of the total amount of the payment, to be deducted from each progress payment as the same becomes due. The ENGINEER shall in stating its proposals be mindful of this assessment, which will not be separately identified, calculated or adjusted.

The IG shall have the power to retain and coordinate the services of an independent private sector inspector general (IPSIG) who may be engaged to perform random audits, as well as audit, investigate, monitor, oversee, inspect, and review the operations, activities and performance and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of the ENGINEER, its officers, agents and employees, lobbyist, COUNTY staff and elected officials in order to ensure compliance with agreement specifications and detect corruption and fraud.

The IG authorized to investigate any alleged violation by the ENGINEER of its Code of Business Ethics, pursuant of COUNTY Code Section 2-8.1. The provisions in this section shall apply to the ENGINEER, its officers, agents and employees. The ENGINEER shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the ENGINEER in connection with the performance of this Agreement.

26. INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL: The attention of the Contractor is hereby directed to the requirements of AO 3-20 and R-516-96; the County shall have the right but not the obligation to retain the services of an independent private-sector inspector general (IPSIG) who may be engaged to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the Contractor and County in connection with this contract. The scope of services performed by an IPSIG may include, but are not limited to, monitoring and investigating compliance with Contract Specifications; project costs; and investigating and preventing corruption and fraud.

The IPSIG may perform its services at all levels of the contracting and procurement process including but not limited to project design, establishment of bid specifications, bid submittals, activities of Contractor, its officers, agents and employees, lobbyists, county staff and elected officials.

Upon (10) ten days written notice to Contractor from an IPSIG, the Contractor shall make all requested records and documents available to the IPSIG for inspection and copying. The IPSIG shall have the right to examine all documents and records in the Contractor's possession, custody or control which in the IPSIG's sole judgment pertain to performance of the Contract, including but not limited to original estimate files, bid and change order estimates, worksheets, proposals and agreements from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, bid and contract documents, back-charge document, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

27. DOMESTIC LEAVE: Pursuant to Ordinance No. 99-5, the ENGINEER certifies its compliance with the Domestic Leave Ordinance, providing domestic violence leave to its employees. In addition, the ENGINEER understands that failure to meet the terms and conditions of the ordinance shall constitute a default of the subject Agreement and may be cause for suspension, termination and debarment, in accordance with the terms of this Agreement and the debarment procedures of the COUNTY.

28. PERFORMANCE EVALUATIONS: Performance evaluations of the services rendered under this Agreement shall be performed by the Department and shall be utilized by the COUNTY as evaluation criteria for future solicitations.

29. ETHICS COMMISSION: Pursuant to Section 2-11.1 (w) of the Code of Miami-Dade County, the Commission on Ethics and Public Trust has jurisdiction over contractors and vendors. The ENGINEER acknowledges that pursuant to Section I of the Lobbyist Rules adopted by the Ethics Commission, the County Mayor or the Board of County Commissioners may void any agreement where a lobbying violation has occurred.

30. ASSIGNMENT OF AGREEMENT: This Agreement shall not be transferred, assigned or otherwise conveyed to any other party without the express written consent of the Director.

31. ENTIRETY OF AGREEMENT: This writing embodies the entire Agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written with reference to the subject matter hereof that are not merged herein and superseded hereby.

32. MODIFICATION: No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing, signed by all parties hereto, and approved by the COUNTY.

33. GOVERNING LAW: This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida, and venue shall be in Miami-Dade County, Florida.

34. SECURITY RESTRICTIONS: Access to the COUNTY's site is restricted.

The ENGINEER is subject to Article IX, Chapter 32 of the Miami-Dade County Code (Ordinance No. 02-68). In the event the ENGINEER needs access to the COUNTY's property, the ENGINEER agrees to comply with the security ordinance and any other requirements by the COUNTY relating to security which may include background checks, the use of photo identification badges and limited access to the COUNTY's property. Prior to commencing work, the ENGINEER shall meet with a Plant Superintendent to submit required information and discuss security relating to the project. Subconsultants are also required to comply with the restrictions and it shall be the responsibility of the ENGINEER to ensure that the subconsultants comply with security ordinance and all restrictions.

35. SANCTIONS FOR CONTRACTUAL VIOLATIONS: Notwithstanding any other penalties for the ENGINEER and/or subconsultants that may be found to have discriminated in violation of Article VII of Chapter 11A of the Code, the COUNTY may terminate this Agreement or require the termination or cancellation of the subconsultants' agreements. In addition, a violation by the ENGINEER and/or subconsultants, or failure to comply with the Administrative Order (A.O.) 3-39 may result in the imposition of one or more of the sanctions listed in the A.O. The COUNTY additionally retains all rights sanctioned it by Ordinance or Statute and may avail itself of any remedy of law or equity in the event of a breach of this Agreement.

36. SEVERABILITY: If any Section of this Agreement is found to be null and void, the other Sections shall remain in full force and effect.

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IN WITNESS WHEREOF the parties hereto have executed this Agreement by their duly authorized officers on the date first written above.

ATTEST:

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN,
CLERK OF THE BOARD

By: _____

By: _____
County Mayor

WITNESSETH:

CH2M HILL, Inc.
Firm Name (Place Corporate Seal)

Marjorie J. Brower
Signature

By: WT Dehn
President

Marjorie J. Brower
Printed Name

WILLIAM T. DEHN
Printed Name

Paula W Chase
Signature

PAULA W CHASE
Printed Name

Approved as to form
and legal sufficiency.

[Signature] 9/7/07
Assistant County Attorney

EXHIBIT "A"
AFFIDAVITS
Agreement Number: 07CH2M005

I, FERNANDO CRAVEIRO, as the duly authorized representative of
Affiant

CH2M HILL, INC. being first duly
sworn

state: CH2M HILL INC
Name of Engineer

The full legal name and business address of the ENGINEER transacting business with
Miami-Dade County is:

CH2M HILL INC, 4000 PONCE DE LEON BLVD, CORAL GABLES,
Federal Employer Identification Number FL 33146
59-0918189

and does solemnly swear and certify to the following affidavits that are required and made a
part of this agreement.

I. FAMILY LEAVE PLAN
ORDINANCE NO. 91-142 (Sec. 11 A-29 et Seq. of the County Code)

The provision of Miami-Dade County Ordinance No. 91-142, Section 2, "FAMILY LEAVE",
apply to every employer which meets either or both of the following conditions:

Has in the regular course of business more than fifty (50) employees working in
Miami-Dade County for each working day during each of twenty (20) or more weeks
in the current preceding calendar year;

Does business with Miami-Dade County and has at least fifty (50) employees for each
working day during each of twenty (20) or more weeks in the current or preceding
calendar year

(Check the appropriate box)

☐ Does not meet either of the above listed conditions

☒ Meets one or both of the above listed conditions; and it is familiar with and
will abide by the requirements of Ordinance No. 91-142.

2. MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE
ORDINANCE NO. 90-133 (Sec. 2-8.1 of the County Code)

1. If the contract or business transaction is with a Corporation, the full legal name and
business address shall be provided for each officer and director and each stockholder
who holds directly or indirectly five percent (5%) or more of the corporation's check.

If the contract or business transaction is with a partnership, the full legal name and business address shall be provided for each partner. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee each beneficiary. All such names and addresses are:

CH2M HILL COMPANIES LTD	100%
9191 S. JAMAICA ST.	%
ENGLEWOOD, CO. 80112	%

2. The full legal names and business address of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with Miami-Dade County are:

3. Does the entity (Prime Consultant) have a collective bargaining agreement with its employees?

No

4. As an attachment the Prime Consultant shall include a schedule of wage rates (including overtime) to be paid employees performing work under this Contract. It shall also include the health care benefits to be paid to employees performing work under this Contract.
5. As an attachment the Prime Consultant shall submit a current breakdown of their work force as to race, national origin and gender. (SEE ATTACHMENT)
6. Any person who willfully fails to disclose the information required herein, or who knowingly discloses false information in this regard, shall be punished by a fine of up to five hundred dollars (\$500.00), or by imprisonment in the County jail for up to sixty (60) days, or both at the discretion of the Court.

3. ANNUAL DRUG-FREE WORKPLACE

Ordinance No. 92-15(Sec. 2-8.1.2 of the County Code)

A. The engineer certifies that as of the commencement date of this Agreement with Miami-Dade County it shall provide a drug-free workplace for its employees, and

1. will provide a written statement to each employee, notifying the employee that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, as defined in Section 893.02(4) Florida Statutes in the contracting entity's workplace (s) is prohibited and specifying the actions the contracting entity will take against employees for violation of such prohibition. Such written statement shall also inform the employee of:
 - (a) the dangers of drug abuse in the workplace;
 - (b) the contracting entity's policy of maintaining a drug-free environment at all of its workplaces, including but not limited to all locations where employees perform any task relating to any portion of the above contract;
 - (c) any available drug counseling, rehabilitation, and employee assistance

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CH2M HILL FIRMWIDE WORKFORCE DATA [as of 2/23/2007]													
CATEGORY	ALL EMPLOYEES						MINORITY EMPLOYEES						
	TOTAL	MALE	FEM	MIN	MALE			FEMALE				A/I	A/I
					B	H	A/P	B	H	A/P	A/I		
Managers	1517	1252	265	115	20	35	27	14	8	8	2		
Professionals	4409	2837	1572	692	84	126	205	61	68	136	4		
Technicians	1054	725	329	175	31	47	30	24	18	20	4		
Clerical	923	134	789	197	12	14	9	75	53	30	4		
Craftworkers (Skilled)	26	24	2	4	2	1	0	0	0	0	0		
Laborers (Unskilled)	8	7	1	3	2	1	0	0	0	0	0		
TOTAL	7937	4979	2958	1186	151	224	271	174	147	194	14		

- programs; and
- (d) the penalties that may be imposed upon employees for drug abuse violations
2. will require each employee to sign a copy of the written statement referred to in paragraph 1 above to acknowledge receipt of the written statement and advice as to specifics of such policy. The contracting entity covenants to retain the statements signed by its employees. The contracting entity covenants to post in a prominent place at all of its workplaces a written statement of its policy containing the foregoing elements a through d;
 3. will notify each employee in the statement required by paragraph 1 above that as a condition of employment the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the contracting entity of any criminal drug statute conviction for a violation occurring in the workplace no later than five 5 days after such conviction;
 4. will notify the County within ten (10) days after receiving notice under paragraph 3 above from an employee or otherwise receiving actual notice of such conviction;
 5. will impose appropriate personnel action against such employees referred to in paragraph 4 above up to and including termination; or require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
 6. will make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5 of this affidavit.

The Engineer entity will certify annually, on or before the anniversary date of the professional services agreement, that it is in compliance with the provisions of Ordinance 92-15.

4. DISABILITY NONDISCRIMINATION

Resolution No. 385-95

The ENGINEER is in compliance with and agrees to continue to comply with, and assume that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction in the following laws:

The Americans with Disabilities Act of 1990 (ADA), Pub.L. 101-336-104 Stat 327.42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment, Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV telecommunications; and Title V, Miscellaneous Provisions.

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The Rehabilitation Act of 1973, 29 U.S.C. Section 794.

The Federal Transit Act, as amended 49 U.S.C. Sections 1612.

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631.

5. MIAMI-DADE COUNTY DEBARMENT DISCLOSURE ORDINANCE 93-129

The ENGINEER or his agents, officers, principals, stockholders, subconsultants or their affiliates are not debarred by Miami-Dade County.

6. SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES ON PUBLIC CRIMES

1. I understand that a "public entity crime" as defined in Paragraph 287.133(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that "Convicted" or "Conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
3. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:
 - 1) A predecessor or successor of a person convicted of a public entity crime: or
 - 2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one

person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agent who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies)

☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

☐ The person or affiliate has not been placed on the convicted vendor list (Please describe any action taken by or pending with the Department of General Services)

7. CRIMINAL RECORD ORDINANCE NO. 94-34

The ENGINEER, as of the date of the execution of this Agreement:

Project No. E06-WASD-14
Agreement No. 07CH2M005
07/13/2007

✓ has not been convicted of a felony during the past ten (10) years, nor does it, as of the date of bid or proposal submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.

_____ has been convicted of a felony during the past (10) years, or as of the date of bid or proposal submission, has an officer, director or executive who has convicted of a felony during the past ten (10) years.

8. DELINQUENT OF CURRENTLY DUE FEES OR TAXES ORDINANCE NO. 95-178

Except for small purchase orders and sole source contracts, convention and your is development taxes, all delinquent and currently due fees or taxes - including but not limited to real and property taxes, utility taxes and occupational licenses taxes - which are collected in the normal course by the Miami-Dade County Tax Collector as well as Miami-Dade County issued parking tickets for vehicles registered in the name of the ENGINEER been paid.

9. DOMESTIC VIOLENCE LEAVE

In compliance with Miami-Dade County Resolution Number 185-00, the ENGINEER certifies that its compliance with the Domestic Leave Ordinance No. 99-5; codified at 11A-60 et. Seq. of the Miami-Dade County Code, providing domestic violence leave to their employees. In addition, I understand that failure to meet the terms and conditions of the ordinance shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County.

10. PAYMENTS TO COUNTY ARE NOT IN ARREARS ORDINANCE NO. 99-162

In compliance with Miami-Dade County Ordinance Number 99-162, the ENGINEER is not in arrears on any payment under a contract, promissory note or other loan document with the COUNTY either directly or indirectly by which the ENGINEER has a controlling interest. In addition, I understand that failure to meet the terms and conditions of any obligation or repayment schedule shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County.

11. CODE OF BUSINESS ETHICS AFFIDAVIT (ORDINANCE 01-96) [DADE COUNTY CODE SEC. 2-8.1(i)]

The Engineer, as of the date of execution of this Agreement,

Has adopted a code of business ethics and will comply with all applicable governmental rules and regulations including, among others, the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance and the Miami-Dade County False Claims Ordinance.

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Failure to comply with the requirements of the above Ordinance as included in the contract specifications shall render the contract voidable, and subject violators to debarment, in accordance with the terms of the contract and debarment procedures of Miami-Dade County, of those persons or entities who knowingly violate this policy or falsify information.

I have carefully read this entire seven page document, made a part of this Agreement as Exhibit "A" and certify that the information provided is true and accurate.

STATE OF FLORIDA)
) SS
COUNTY OF DADE)

Sworn to and subscribed before me at Miami-Dade County, Florida this 10th day of August, 2007, by Darlene Lorick on behalf of

☒ Who is personally know to me
☒ Who produced identification:

Type of Identification: Drivers license

Darlene Lorick

Signature of Notary Public
State of Florida at Large


[Signature] x

Signature of Affidavit

Print, type or stamp name of notary public

Darlene Lorick

Legal Name & Title

NOTARY PUBLIC - STATE OF FLORIDA
 Darlene Lorick
Commission #DD647428
Expires: MAR. 06, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

Project No. E06-WASD-14
Agreement No. 07CH2M005
07/13/2007


CH2MHILL

June 27, 2007

Amelia M. Córdova-Jimenez
 A&E Consultant Selection Coordinator
 Office of Capital Improvements
 County Manager's Office
 111 NW 1 Street - Suite 2130
 Miami, Florida 33128-1909

Subject: Proposed Upgrades to Miami-Dade County's South District Wastewater Treatment Plant (SDWWTP).

Dear Ms. Cordova-Jimenez,

CH2M HILL is pleased to submit the attached proposal for WORK ORDER #1 for the SDWWTP in the Lump Sum amount \$236,137.00.

The attachments include an overview description of the proposed task activities and deliverables, a spreadsheet that includes the task activities previously submitted to yourself as well as bar chart schedules for each proposed activity (Tasks 1 & 2).

These attachments were prepared in response to the generic OUTLINE for PROPOSED WORK ORDER NO. 1 SDWWTP as provided by yourself at the meeting in your offices on June 7th, 2007, and as modified in our last meeting June 21st 2007.

We note that the proposed schedules are slightly different to those shown in the outline as follows

Task #	Outline	CH2M HILL Proposed
1	4 weeks	6 weeks
2	8 weeks	6 weeks including a 2 week WASD review

We believe that the resources, sequence of work and necessity of becoming fully familiar with the facility, its procedures, its performance and its issues will pay dividends in subsequent Work Orders.

In the attached EXCEL spreadsheet, the TASK 1 rates used are for current raw salary rates. These rates change annually on January 1st. For TASK 2, we have inserted a 2008 rate column reflecting an average 4% increase for all staff assigned. This represents the past three year's average rate increase in CH2M HILL.

We are excited about this opportunity to work with Miami-Dade and look forward to starting the project upon Commission approval of the WORK ORDER # 1.

Sincerely,

Rob Hungate P.E.
 Florida Water Operations Manager
 Encl.

OCI Project No. E06-WASD-14

Prepared by CH2M HILL for Miami-Dade County WASD

June 27th, 2007

Overview for Proposed Work Order No. 1 SDWWTP, WASD, Miami-Dade.

TASK 1-Kick-off Meeting and Review Existing Information

Upon receiving the Notice To Proceed (NTP), our PM will mobilize the CH2M HILL team and contact the WASD Project Manager to schedule a kick off meeting.

The Primary objectives of the kick off meeting are :

1. Introduce the CH2M HILL Team led by our Project Manager Paul da Silva.
2. Provide a brief overview of the Work Order #1 activity envisioned.
3. Listen to the plant operations and maintenance staff's opinions on what they think should be the improvements that will:
 - Be the most readily achievable,
 - Provide the biggest "Bang for the Buck".

Another important objective of the kick off meeting is to have the combined teams (WASD & CH2M HILL) clearly define up to 3 Critical Success Factors (CSF's) that should be realized in Years 1,2, and 3.

The CSF's will cause the Team to focus as they review the reports, operating records, permits, previous evaluations and recommendations. The Team will compare the information gleaned to other facilities operating under similar climatic conditions relative to temperature, humidity, corrosivity of the air, wind storm resistance and recovery requirements, etc.

- The expected array of documents that should be supplied by WASD for review include:
- Record Drawings, including Process and Instrumentation Diagrams (PID's),
- Basis of Design Reports (incl. BioWin results) for existing and proposed facilities,
- Operational Permits, warnings, violations issued by regulatory agencies,
- List of Mechanical, Electrical and I&C equipment,
- Control System architecture block diagrams
- Electrical Load Reports
- O&M manuals and records
- Cost data
- Other reports, evaluations and studies.

Determine from the Basis of Design Report (BODR) prepared by Hazen & Sawyer for the proposed High Level Disinfection (HLD), the areas of the plant that still require condition assessment relative to R&R recommendations for the SDWWTP.

Deliverables: Kick-off Meeting Minutes and Summary of findings and previous recommendations including information gaps and contradictory information.

TASK 2 – Preparation of a Detailed Work Plan for Field inspection and Assessment

Becoming familiar with the plant is a key activity to achieving the objectives of this assignment. It sets the stage for everything that follows. Prior to "living " at the plant site and shadowing the key plant personnel, the CH team will prepare a Work Plan detailing all the unit processes, equipment systems and tanks and structures that have not been recently assessed. Once this Work Plan has been vetted by WASD, it will allow the site assessment team to focus on acquiring information on plant components not recently assessed. The work plan will be discussed with WASD and finalized.

The work Plan will form the basis for subsequent Work Order.

Deliverable: Work Plan for Detailed Field Inspection and review meeting minutes.

ASSUMPTIONS

WASD will provide existing information to CH2M HILL in WORD or PDF format and one paper copy. None of the information so provided will be returned to WASD unless specifically identified before CH2M HILL receives same.

CH2M HILL will submit 6 copies of draft and final deliverables and 1 electronic version (PDF) on CD.

WASD will provide consolidated review comments within 10 working days of receipt of deliverables (Work Plan, Technical Memo's, Reports).

CH2M HILL will issue meeting minutes within 3 working days after each meeting. After allowing 2 working days for comments/feedback, CH2M HILL will issue final minutes.

CH2M HILL will invoice on a monthly basis determined by the percentage completion of identified deliverables as agreed to by the WASD Project Manager. The invoice amount will be a single Lump Sum on the WASD invoice form ATTACHMENT C for Professional Services performed on a Lump Sum Basis provided.

WASD will advise the CH2M HILL Project Manager who the Department's PM is no later than the issuance of the Notice to Proceed for Work Order #1.

EXCLUSIONS

Work Order #1 does not include documentation of equipment status nor physical condition.

Work Order #1 does not include calibration checks of any instruments nor determination of equipment performance against rated capacity.

Work Order #1 does not include any examination of operating and maintenance staff scheduling, budgeting or training.

CBE Participation

In Work Order #1 the estimated CBE participation is approximately 5%. It is anticipated that Work Order #2 CBE participation will be approximately 40%.

Position	Name & (Company)	Labor Multiplier	Hourly Payroll 2007	Task 1.1: Propose Identify Agency		Task 1.2 Coordinate all attendees		Task 1.3 Prepare for/Attend Meeting		Task 1.4 Finalize Meeting Minutes		Task 1.5 Issue Meeting minutes		Task 1.6 Review Existing Reports		Task 1.7 Review Performance/evaluations		Task 1.8 Review Years of Operating Records		Task 1.9 Review Years of BioGas Utilization		Task 1.10 Review existing Record Drawings		Task 1.11 Draft Recommendations Yet to be Implemented		Task 1.12 Internal Document to WASHD		Task 1.13 Prepare and Submit Document to WASHD		Total Labor (Sum 1.1 to 1.13)	Raw Costs Total Labor X Hourly Rate	Multiplied Costs Raw Costs X Multiplier																											
				Hrs		Hrs		Hrs		Hrs		Hrs		Hrs		Hrs		Hrs		Hrs		Hrs		Hrs		Hrs		Hrs																															
				\$		\$		\$		\$		\$		\$		\$		\$		\$		\$		\$		\$		\$					\$		\$																								
Principal	Jeff Nash CH2M HILL	1.0	125.00	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$																											
Sr. QC Reviewer	Ed Davis CH2M HILL	2.85	75.23	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$																											
Project Manager	Paul da Silva CH2M HILL	2.85	69.80	\$	559	\$	-	\$	559	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$																											
Sr. Process Specialist 1	Dr. Julian Sandino CH2M HILL	2.85	76.25	\$	-	\$	6	\$	586	\$	6	\$	279	\$	104	\$	7,299	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$																											
Sr. Process Specialist 2	Dr. Fernando Cerezo CH2M HILL	2.85	64.82	\$	299	\$	-	\$	470	\$	-	\$	88	\$	6,886	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$																											
Operations Optimization Specialist	Steve Micholod CH2M HILL	2.85	73.91	\$	-	\$	-	\$	519	\$	-	\$	-	\$	88	\$	5,704	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$																											
Sr. Facilities Design Engineer	Jerry Fosse CH2M HILL	2.85	58.44	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$																											
Maintenance Program Manager	Daniel Stark CH2M HILL	2.85	57.25	\$	-	\$	-	\$	-	\$	-	\$	72	\$	4,122	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$																											
Operations Specialist	Joe Simbicki CH2M HILL	2.85	56.20	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$																											
Asset Management Specialist	Jeffrey Sanford CH2M HILL	2.85	51.99	\$	-	\$	18	\$	1,012	\$	-	\$	56	\$	3,147	\$	104	\$	5,845	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$																											
BioGas Operations Specialist	Wes Wagner Canoso	2.85	40.28	\$	-	\$	-	\$	386	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$																											
Safety Consultant	Alan Williams CH2M HILL	2.85	40.14	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$																											
BioSolids Operations Specialist	Rich Dickerson CH2M HILL	2.85	27.75	\$	-	\$	-	\$	6	\$	241	\$	-	\$	88	\$	3,532	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$																											
Project Assistant	CH2M HILL	2.85	27.75	\$	-	\$	6	\$	222	\$	6	\$	222	\$	4	\$	111	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$																											
				\$	1,011	\$	6	\$	222	\$	60	\$	4,437	\$	16	\$	760	\$	6	\$	390	\$	40	\$	27,504	\$	56	\$	3,147	\$	184	\$	9,058	\$	64	\$	3,089	\$	64	\$	3,064	\$	80	\$	5,040	\$	16	\$	1,204	\$	32	\$	1,482	\$	1064	\$	\$50,898	\$	\$173,839

Units		No. of	Catch class - from	\$/Unit	Total
			to		
Air Travel		1 from Orlando to Miami and 1 from Dallas to Miami			\$ 1,200.00
Lodging (by days)		2	See Attached "Maximum Daily Lodging Rates"		276.00
Car Rental (by days)		1	\$35.00/day		\$ 35.00
Gas (for rental cars only)		5	\$3.00/gallon		\$ 15.00
Food		2 staff for one day each day			\$ 62.00
Breakfast				\$3.00 (when travel begins before 8 a.m. and extends beyond 8 a.m.)	
Lunch		4 staff/lunch		\$6.00 (when travel begins before 12 noon and extends beyond 2 p.m.)	
Dinner				\$12.00 (when travel begins before 5 p.m. and extends beyond 8 p.m.)	
Mileage for all meeting attendees		186		\$0.475/mile (for use of personal vehicle)	
				Subtotal Direct Expense	\$ 1,612.00
Total Labor and Direct Expense = \$				10 of 25% (if applicable) = \$ 439	\$ 174,889

[illegible]

	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404
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TASK 2 SCHEDULE

MT W T F S S MT W T F S S MT W T F S S MT W T F S S MT W T F S S MT W T F S S MT W T F

Activity #

2.1 Prepare WORK PLAN of CH2M HILL site activity and schedule

2.2 Internal QC of Work Plan

2.3 Distribute Work Plan & attend review meeting

2.9 Finalize the Work Plan Document & issue meeting minutes

Activity duration in calendar days

WASD REVIEWS WORK PLAN

WEEK 1

WEEK 2

WEEK 3

WEEK 4

WEEK 5

WEEK 6

TASK 1 SCHEDULE
MTWTFSS MTWTFSS MTWTFSS MTWTFSS MTWTFSS MTWTFSS MTWTFSS

Activity #

- 1.1 Prepare and distribute Meeting Agenda
- 1.2 Coordinate all meeting attendees
- 1.3 Prepare for and Attend meeting at SDWWTP
- 1.4 Finalize meeting minutes
- 1.5 Issue meeting minutes
- 1.6 Review existing Reports of Inspections, evaluations, improvements & studies,
- 1.7 Review existing Operating Permits, warnings & violations,
- 1.8 Review existing Info - 2 years of operating data for each unit process,
- 1.9 Review existing - 2 years of operating data for Biogas Utilization process,
- 1.10 Review existing Drawings
- 1.11 Draft Previously Reviewed Issues Memo. Summarize recommendations
- 1.12 Internal QC review of Previously Reviewed Issues Memo
- 1.13 Prepare Previously Reviewed Issues Memo for submittal to WASD

Activity duration in calendar days

WEEK 1

WEEK 2

WEEK 3

WEEK 4

WEEK 5

WEEK 6

Task # and definition	Activity #	Activity Description	Schedule In Calendar days	Team Member & role	Effort in Manhours	Hourly rate Raw 07 Salary	Hourly rate Raw 08 Salary	Times Multiplier 2.85	Task Budget \$	Per Diem Meal & Travel Expenses	Other Expenses	Deliverable	Special Comments
1. Kick-off Meeting, Info Review, Site Visit	1.1	Prepare for and distribute Meeting Agenda	1	Paul da Silva Project Manager	8	\$ 69.80	\$ 198.93	\$ 1,591.44				Meeting Agenda	Reproduction of IT
		Prepare for and distribute Meeting Agenda	1	F. Craveiro Snr. Process Specialist	4	\$ 64.82	\$ 184.74	\$ 738.95					
		Prepare for and distribute Meeting Agenda	1	Will Wagner Bogas Specialist	4	\$ 48.26	\$ 137.54	\$ 550.16					
1.2		Coordinate all meeting attendees	3	Project Assistant	8	\$ 27.75	\$ 79.09	\$ 632.70					
1.3		Attend kick-off meeting at SDWWTP	1	Paul da Silva Project Manager	8	\$ 69.80	\$ 198.93	\$ 1,591.44	\$ 6.00			Email meeting reminder Draft Meeting Minutes and Action Item List	Standardize on CH2M HILL copyrighted format
		Attend kick-off meeting at SDWWTP	1	F. Craveiro Snr. Process Specialist	8	\$ 64.82	\$ 184.74	\$ 1,477.90	\$ 6.00				
		Attend kick-off meeting at SDWWTP	1	Joe Simbolick Snr. Operations Specialist	18	\$ 56.20	\$ 160.17	\$ 2,893.06	\$ 720.00				Flying in from Orlando, lodging / car
		Attend kick-off meeting at SDWWTP	1	Juan Sindino Snr. Process Specialist	6	\$ 78.25	\$ 223.01	\$ 1,338.08			\$ 75.00	Attend by Conference Phone from Denver	
		Attend kick-off meeting at SDWWTP	1	Rich Dickerson BioSolids Operations Specialist	6	\$ 40.14	\$ 114.40	\$ 686.39					
		Attend kick-off meeting at SDWWTP	1	Project Assistant	8	\$ 27.75	\$ 79.09	\$ 632.70	\$ 6.00		\$ 75.00	Attend by Conference Phone from Idaho	
		Attend kick-off meeting at SDWWTP	1	Will Wagner Bogas Specialist	8	\$ 48.26	\$ 137.54	\$ 1,100.33	\$ 6.00				CBE Subconsultant-Cardozo Eng
		Attend kick-off meeting at SDWWTP	1	Jerry Foess Snr. Facilities Design Engineer	18	\$ 57.25	\$ 163.16	\$ 2,936.93	\$ 869.00				Flying in from Texas, lodging
1.4		Prepare and Electronically Distribute Draft Meeting Minutes	2	Paul da Silva Project Manager	8	\$ 69.80	\$ 198.93	\$ 1,591.44				Meeting Minutes	
		Prepare and Electronically Distribute Draft Meeting Minutes	2	Project Assistant	8	\$ 27.75	\$ 79.09	\$ 632.70				Meeting Minutes	
1.5		Incorporate comments and issue Final meeting minutes	1	Paul da Silva Project Manager	4	\$ 69.80	\$ 198.93	\$ 795.72				Meeting Minutes	
		Incorporate comments and issue Final meeting minutes	1	Project Assistant	4	\$ 27.75	\$ 79.09	\$ 316.35					
1.6		Review existing info -- Reports of Inspections, evaluations, improvements & studies	20	Paul da Silva Project Manager	104	\$ 69.80	\$ 198.93	\$ 20,688.72					This effort is for a maximum of 3 reports
		Review existing info -- Reports of Inspections, evaluations, improvements & studies	16	Jerry Foess Snr. Facilities Design	72	\$ 57.25	\$ 163.16	\$ 11,747.70					This effort is for a maximum of 3 reports
		Review existing info -- Reports of Inspections, evaluations, improvements & studies	18	F. Craveiro Snr. Process Specialist	88	\$ 64.82	\$ 184.74	\$ 16,256.66					This effort is for a maximum of 3 reports
		Review existing info -- Reports of Inspections, evaluations, improvements & studies	18	Julian Sindino Snr. Process Specialist	88	\$ 78.25	\$ 223.01	\$ 19,625.10					This effort is for a maximum of 3 reports
		Review existing info -- Reports of Inspections, evaluations, improvements & studies	18	Rich Dickerson BioSolids Operations Specialist	88	\$ 40.14	\$ 114.40	\$ 10,067.11					This effort is for a maximum of 3 reports
1.7		Review existing info -- Operating Permits, warnings & violations	8	Joe Simbolick Snr. Operations Specialist	56	\$ 56.20	\$ 160.17	\$ 8,969.52					Expenses for mailing
1.8		Review existing info -- 2 years of operating data for each unit process	21	Joe Simbolick Snr. Operations Specialist	104	\$ 56.20	\$ 160.17	\$ 16,657.68					Expenses for mailing, postage, quality & quantity parameters and cost data. Expenses for mailing
		Review existing info -- 2 years of operating data for each unit process	14	Rich Dickerson BioSolids Operations Specialist	80	\$ 40.14	\$ 114.40	\$ 9,151.92					Includes all sludge collection/treatment and disposal quality & quantity parameters and cost data. Expenses for mailing
1.9		Review existing info -- 2 years of operating data for Biogas Utilization process	10	Will Wagner Bogas Specialist	64	\$ 48.26	\$ 137.54	\$ 8,802.62					Includes all digester gas production and utilization data as well as electricity production and heat recovery from cogenerators
1.10		Review existing Drawings	10	Jerry Foess Snr. Facilities Design	64	\$ 57.25	\$ 163.16	\$ 10,442.40					
1.11		Draft Previously Reviewed Issues Memo. Summarize findings and recommendations of all reviewed info	7	Paul da Silva Project Manager	40	\$ 69.80	\$ 198.93	\$ 7,957.20				Previously Reviewed Issues Draft Memo	
		Draft Previously Reviewed Issues Memo. Summarize findings and recommendations of all reviewed info	7	Joe Simbolick Snr. Operations Specialist	40	\$ 56.20	\$ 160.17	\$ 6,406.80				Previously Reviewed Issues Draft Memo	
1.12		Internal QC review of Previously Reviewed Issues Memo	2	Ed Davis Snr. QC reviewer	16	75.23	\$ 214.41	\$ 3,430.49				Sign off on Previously Reviewed Issues Draft Memo	
1.13		Finalize Tech Memo on Previously reviewed issues	2	Project Assistant	16	27.75	\$ 79.09	\$ 1,265.40				Final Tech Memo	
		Finalize Tech Memo on Previously reviewed issues	1	Paul da Silva Project Manager	8	\$ 69.80	\$ 198.93	\$ 1,591.44				Final Tech Memo	
		Finalize Tech Memo on Previously reviewed issues	1	Joe Simbolick Snr. Operations Specialist	8	\$ 56.20	\$ 160.17	\$ 1,281.36				Final Tech Memo	
									\$ 173,688.60	\$ 1,613	\$ 150	\$ 175,601.60	\$ 176,040.60

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2. Preparation of a Detailed Workplan for Field Inspections to catalog Piping, Equipment and Appliances Condition, Building Components Condition and Conduct Operations & Maintenance Assessment	2.1	Prepare a WORK PLAN by coordinating with Plant O & M Management all of the CH2M HILL Team site activity wrt access to all plant areas, tanks, systems and include a schedule therefor	10	Paul da Silva Project Manager	80	\$ 72.59	\$ 206.89	\$ 16,550.98			Draft Workplan for Plant Inspection and Assessment	
		Prepare a WORK PLAN by coordinating with Plant O & M Management all of the CH2M HILL Team site activity wrt access to all plant areas, tanks, systems and schedule therefor	10	Joe Simbolick Sr. Operations Specialist	80	\$ 58.45	\$ 166.58	\$ 13,326.14			Draft Workplan for Plant Inspection and Assessment	
		Prepare a WORK PLAN by coordinating with Plant O & M Management all of the CH2M HILL Team site activity wrt access to all plant areas, tanks, systems and schedule therefor	8	Project Assistant	64	\$ 28.86	\$ 82.25	\$ 5,264.06			Draft Workplan for Plant Inspection and Assessment	Reproduction and mail
	2.2	Internal QC of WORK PLAN	4	Ed Davis Sr. QC reviewer	32	\$ 78.24	\$ 222.98	\$ 7,135.42			Sign off for release of Workplan for Plant Inspection and Assessment	
	2.3	Distribute Work Plan to WASD for Review, Attend Review Meeting Collect and Integrate Feedback	2	Paul da Silva Project Manager	16	\$ 72.59	\$ 206.89	\$ 3,310.20		\$ 300.00	Workplan for Plant Inspection and Assessment	Reproduction
		Distribute Work Plan to WASD for Review, Attend Review Meeting Collect and Integrate Feedback	2	Project Assistant	16	\$ 28.86	\$ 82.25	\$ 1,316.02			Feed back comments	
		Distribute Work Plan to WASD for Review, Attend Review Meeting Collect and Integrate Feedback	2	Operations Specialist	16	\$ 58.45	\$ 166.58	\$ 2,665.23	\$ 716.00			
		Distribute Work Plan to WASD for Review, Attend Review Meeting Collect and Integrate Feedback	2	F. Craveiro Sr. Process Specialist	12	\$ 67.41	\$ 192.13	\$ 2,305.52				
	2.4	Prepare Minutes of Work Plan Review Meeting with WASD and Finalize Work Plan	3	Paul da Silva Project Manager	24	\$ 72.59	\$ 206.89	\$ 4,965.29			Integrate Feedback comments and issue meeting minutes	
		Prepare Minutes of Work Plan Review Meeting with WASD and Finalize Work Plan	1	Project Assistant	8	\$ 28.86	\$ 82.25	\$ 658.01				
		Prepare Minutes of Work Plan Review Meeting with WASD and Finalize Work Plan	1	Joe Simbolick Sr. Operations Specialist	4	\$ 58.45	\$ 166.58	\$ 666.31				
		Prepare Minutes of Work Plan Review Meeting with WASD and Finalize Work Plan	1	F. Craveiro Sr. Process Specialist	4	\$ 67.41	\$ 192.13	\$ 768.51				
								\$ 58,931.67	\$ 716.00	\$ 300.00	\$ 59,947.67	\$ 60,097.54

\$ 232,770.27
TOTAL PROPOSED WORK ORDER #1 LUMP SUM \$ 235,649.27
\$ 236,138.14 Includes 14% for OIG

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